

**E-66-17****Contract Details**

SERVICE PINS Div. &amp; Proj. Indepen.

NIFS ID #: CLSS17000019NIFS Entry Date: 02/06/17 Term: from 01/01/17 to 12/31/17

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes X	No <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No X
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes X	No <input type="checkbox"/>
RES# _____			

**Agency Information**

Vendor	
Name <u>Family &amp; Children's Association</u>	Vendor ID# <u>113422018</u>
Address <u>100 E. Old Country Rd</u> <u>Mineola, NY 11501</u>	Contact Person <u>Dr. J. Reynolds</u> Email: <u>jreynolds@familyandchildrens.org</u> Phone <u>516 746-0350</u> Fax: <u>516 294-0198</u>

County Department
Department Contact <u>Michael A. Kanowitz</u>
Address <u>60 Charles Lindberg Blvd</u>
Phone <u>516 227-7452</u>

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	<u>2/10/17</u>	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>			
	County Attorney	CA Approval as to form <input type="checkbox"/>			
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>			

RECEIVED  
CLERK OF THE COUNTY  
NASSAU COUNTY  
02/10/17

71-60-3



# Contract Summary

<b>Description</b> Combined Preventive Services(PINS, Preventive & Independent Living)
<b>Purpose:</b> Contractor provides preventive services to prevent out-of-home placement of at-risk youth through two distinct programs: PINS Diversion Program (PDP) and Project Independence (PI) <i>(To amend contract to extend for one year)</i>
<b>Method of Procurement:</b> Human Services contract with a not for profit agency. Contractor received a satisfactory evaluation.
<b>Procurement History:</b> DSS has been contracting with FCA for PDP services since 2005 and PI services since 1995.
<b>Description of General Provisions:</b> : Contractor provides preventive services to prevent out-of-home (foster care) placement of at-risk youth through two distinct programs: PINS Diversion Program (PDP) and Project Independence (PI) <b>PINS Diversion Program (PDP):</b> Diverts cases from becoming Person In Need of Supervision (PINS) cases, requiring Family Court intervention, for youth at-risk of out-of-home placement and detention. Services include on-going, strength based, family centered assessment of all children and families. Case workers provide intensive, in-home intervention, conflict resolution, and family mediation, short term voluntary respite, and referrals to community based agencies, including but not limited to mental health clinics, home based services, educational programs and alcohol and substance abuse counseling. Nassau is mandated to provide enhanced diversion services to all youth at risk of becoming the subject of a PINS petition and their families (Chapter 57 of the Laws of 2005). Diversion services must provide an immediate response to families in crisis, offer respite service as appropriate, and use appropriate alternatives to out-of-home placement and detention. <b>Project Independence (PI):</b> Provides comprehensive training program to ensure the development of independent living skills in children, who are either in foster care or are discharged from foster care, up to the age of twenty-one. Services include educational & vocational services, housing services, basic facts on money management, nutritional hints, community based services and support groups. To encourage independence and self-sufficiency and avert return to foster care, unemployment, homelessness, welfare dependency, and other negative outcomes. Nassau is mandated to provide independent living services. References: 18 NYCRR 427.2 and 441.2; SSL§§ 371(21) and 374-b; Section 477(b)(3)(A) of the Social Security Act; and 42 U.S.C.A. § 677(b)(3)(A)
<b>Impact on Funding / Price Analysis:</b> <b>Line 13</b> Federal 30% State 45% County 25% <b>Line 14</b> Federal 80% State 10% County 10%
<b>Change in Contract from Prior Procurement:</b> No Change
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	76000
Object:	TT714/ TT702
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract	\$
County	\$ 466,194.30
Federal	\$ 758,379.40
State	\$ 815,744.30
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$2,040,318.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3		\$
13	SSGEN7600/TT714	\$1,747,750.00
14	SSGEN7600/TT702	\$292,568.00
6		\$
<b>TOTAL</b>		<b>\$2,040,318.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date	Date	(For Office Use Only)
		<b>E #:</b>

131652

PR5254 (8/04)







**Jeffrey L. Reynolds, Ph.D., CEAP, SAP**  
**President/CEO**

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100 East Old Country Road  
Mineola, NY 11501

516-746-0350 • Fax: 516-294-0198  
jreynolds@familyandchildrens.org

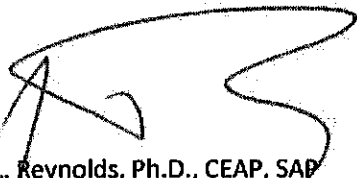
April 5, 2016

County of Nassau  
Office of the County Attorney  
One West Street  
Mineola, NY 11501

To: Carnell T. Foskey, County Attorney

As per your memo dated March 30, 2016, enclosed please find our "website ready" paperwork. The reason for the redactions (home addresses), is that this information falls under the FOIL Article 6 New York State Public Officers Law. Please notify me at once if you reject these redactions or make additional redactions.

Sincerely,



Jeffrey L. Reynolds, Ph.D., CEAP, SAP  
President/CEO

Our mission is to protect and strengthen Long Island's most vulnerable children, families, seniors and their communities.





## Nassau County Interim Finance Authority

### Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Family and Children's Association (FCA)

2. Dollar amount requiring NIFA approval: \$ 2,040,318.00

Amount to be encumbered: \$ 2,040,318.00

This is a ☐ New Contract ☐ Advisement ☒ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 01/01/17 to 12/31/17

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Ongoing services.

4. Funding Source:

☒ General Fund (GEN)  
☐ Capital Improvement Fund (CAP)  
☐ Other

☐ Grant Fund (GRT)

PINS/PEOS.1101  
Federal % 30/80  
State % 45/10  
County % 25/10

Is the cash available for the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☒ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☒ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Contractor provides preventive services to prevent out-of-home placement of at-risk youth through two distinct programs: PINS Diversion Program (PDP) and Project Independence (PI)

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A  
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Please see attached sheet.



## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

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Signature

Title

Date

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Print Name

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## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

☐ I certify that the bonding for this contract has been approved by NIFA.

☐ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

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Signature

Title

Date

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Print Name

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## NIFA

Amount being approved by NIFA: \_\_\_\_\_

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Signature

Title

Date

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Print Name

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**



RULES RESOLUTION NO.    – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES, AND  
FAMILY AND CHILDREN'S ASSOCIATION

WHEREAS, the County has negotiated an amendment to a personal services agreement with Family and Children's Association to provide combined preventative services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the amendment to an agreement with Family and Children's Association





George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: Family and Children's Association (FCA)

CONTRACTOR ADDRESS: 100 E. Old Country Road, Mineola, NY 11501

FEDERAL TAX ID #: 113422018

**Instructions:** Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.



**III. ☒ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on MAY 23, 2012 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after CONTRACTOR RECEIVED A SATISFACTORY EVALUATION.

\_\_\_\_\_[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.



- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

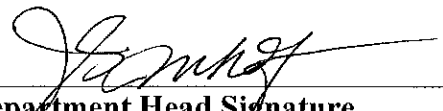
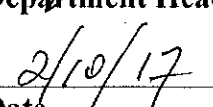
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☒ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☐ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature  
  
\_\_\_\_\_  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated:

1/31/2017

Vendor: Family and Children's Association

Signed:

Print Name: Jeffrey L. Reynolds

Title: President/CEO







COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

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4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

None

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5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

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6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

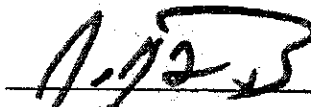
The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 1/31/2017

Signed:

Print Name:

Title:



Jeffrey L. Reynolds

President/CEO

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name Jeffrey L. Reynolds  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 100 East Old Country Road  
City/state/zip Mineola, New York 11501  
Telephone (516) 746-0350  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 07 / 07 / 2014 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
Chief Exec. Officer 07 / 07 / 2014 Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_  
If Yes, provide details. EXECUTIVE DIRECTOR OF LICADD

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☒ NO ☐  
If Yes, provide details. SEE ATTACHMENT

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

# Principal Questionnaire Form Question #6 DETAILS

Grant Listing			
Grantor	Contract Number	Contract Term	Amount
Suffolk Cty. Dept. Of Health - Project Hope	UHP2 JML1	01/01/12 To 12/31/14	\$35,000 annually
NYS Division Of Criminal Services	T139889 Proj. ID LG13-1177-D00 DCJS LG13139889	07/01/13 To 06/30/14	\$ 15,000
NYS Division Of Criminal Services	T139890 Proj. ID LG13-1178-D00 DCJS LG13139890	07/01/13 To 06/30/14	\$ 50,000
NYS Division Of Criminal Services	T139937 Proj. ID LG13-1228-D00 DCJS LG13139937	10/01/13 To 12/31/14	\$ 25,000
NYS Division Of Criminal Services	T637095 Proj. ID B112-1043-D00 DCJS B111637095	4/1/12 To 6/30/12	\$ 35,000
NYS Division Of Criminal Services	T632660 Proj. ID B112-1062-D00 DCJS B112632660	7/1/12-6/30/13	\$ 15,000
New York State Office of Alcoholism and Substance Abuse Services	TM51208 Business Unit/Dept ID OAS01/3670000	7/1/13 to 6/30/14	\$ 20,000

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.



**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jeffrey L. Reynolds, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of September, 2016

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH8183683  
Qualified in Nassau County  
Commission Expires April 2, 2017

Family and Children's Association  
Name of submitting business

Jeffrey L. Reynolds  
Print name

[Signature]  
Signature

President/CEO  
Title

9, 8, 2016  
Date

1. The first part of the document is a list of the names of the members of the committee, which is headed by the Chairman, Mr. J. H. ...  
 2. The second part of the document is a list of the names of the members of the committee, which is headed by the Chairman, Mr. J. H. ...  
 3. The third part of the document is a list of the names of the members of the committee, which is headed by the Chairman, Mr. J. H. ...  
 4. The fourth part of the document is a list of the names of the members of the committee, which is headed by the Chairman, Mr. J. H. ...  
 5. The fifth part of the document is a list of the names of the members of the committee, which is headed by the Chairman, Mr. J. H. ...

6. The sixth part of the document is a list of the names of the members of the committee, which is headed by the Chairman, Mr. J. H. ...  
 7. The seventh part of the document is a list of the names of the members of the committee, which is headed by the Chairman, Mr. J. H. ...  
 8. The eighth part of the document is a list of the names of the members of the committee, which is headed by the Chairman, Mr. J. H. ...  
 9. The ninth part of the document is a list of the names of the members of the committee, which is headed by the Chairman, Mr. J. H. ...  
 10. The tenth part of the document is a list of the names of the members of the committee, which is headed by the Chairman, Mr. J. H. ...

11. The eleventh part of the document is a list of the names of the members of the committee, which is headed by the Chairman, Mr. J. H. ...  
 12. The twelfth part of the document is a list of the names of the members of the committee, which is headed by the Chairman, Mr. J. H. ...  
 13. The thirteenth part of the document is a list of the names of the members of the committee, which is headed by the Chairman, Mr. J. H. ...  
 14. The fourteenth part of the document is a list of the names of the members of the committee, which is headed by the Chairman, Mr. J. H. ...  
 15. The fifteenth part of the document is a list of the names of the members of the committee, which is headed by the Chairman, Mr. J. H. ...

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Lisa Burch  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 100 E. old country Rd.  
City/state/zip Mineola, NY 11501  
Telephone 516-746-0350  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

2. Positions held in submitting business and starting date of each (check all applicable)
- |                         |                |             |                |
|-------------------------|----------------|-------------|----------------|
| President               | ____/____/____ | Treasurer   | ____/____/____ |
| Chairman of Board       | ____/____/____ | Shareholder | ____/____/____ |
| Chief Exec. Officer     | ____/____/____ | Secretary   | ____/____/____ |
| Chief Financial Officer | ____/____/____ | Partner     | ____/____/____ |
| Vice President          | <u>5/26/15</u> |             | ____/____/____ |
- (Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO \_\_\_\_  
If Yes, provide details.

Current-President, Temple Am-Echad, South Shore Reform  
Congregation  
7/1/13-6/30/15 1st VP, Temple Am-Echad  
South Shore Reform Congregation

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO ☒  
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

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I, Lisa Burch, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8<sup>th</sup> day of September 2016

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

\_\_\_\_\_  
Name of submitting business

Lisa Burch  
\_\_\_\_\_  
Print name

[Signature]  
\_\_\_\_\_  
Signature

VP/COO  
\_\_\_\_\_  
Title

9, 8, 16  
\_\_\_\_\_  
Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Mary Ann Vassallo  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 100 East Old Country Road  
City/state/zip Mineola, NY 11501  
Telephone 516-746-0350 x4319  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer 02 / 10 / 2003 Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_\_;  
If Yes, provide details.

Board - Treasurer, Hands Across Long Island (HALI)  
Brightside Ave  
Central Islip NY 11722  
1980's

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☒ NO ☐  
If Yes, provide details. *nys office of mental Health, US HUD*

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.



- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

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I, Mary Ann Vassallo, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19<sup>th</sup> day of September 2014

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

Family and Children's Association

Name of submitting business

Mary Ann Vassallo

Print name

Mary Ann Vassallo  
Signature

Vice President and CFO

Title

9 / 19 / 2016  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name DONALD E. HOLDEN  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 100 EAST OLD COUNTRY ROAD  
City/state/zip MINERVA, N.Y. 11501  
Telephone 516 767-2097  
Other present address(es) —  
City/state/zip —  
Telephone —  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President — / — / — Treasurer — / — / —  
Chairman of Board — / — / — Shareholder — / — / —  
Chief Exec. Officer — / — / — Secretary — / — / —  
Chief Financial Officer — / — / — Partner — / — / —  
Vice President — / — / —  
(Other) Vice President of Development
3. Do you have an equity interest in the business submitting the questionnaire?  
YES — NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES — NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES — NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO ☒  
If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, DONALD E. HOLDEN, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8<sup>th</sup> day of September 2016

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

FAMILY & CHILDREN'S ASSOCIATION  
Name of submitting business

DONALD E. HOLDEN

Print name

Donald E. Holden

Signature

Vice President of Development  
Title

9, 8, 16  
Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jane C. Tucker  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 100 East Old Country Rd.  
City/state/zip Mineola, NY 11501  
Telephone (516) 746-0350  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President 9/9/2013 \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO ☒  
If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO ☒ If Yes, provide details for each such conviction.



- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

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I, Jane C. Tucker, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8<sup>th</sup> day of September 2016

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6188683  
Qualified in Nassau County  
Commission Expires April 2, 2019

Family and Children's Association  
Name of submitting business

Jane C. Tucker  
Print name

Jane C. Tucker  
Signature

VP & Chief Human Resources Officer  
Title

9, 8, 16  
Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Nancy Cohan  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address NA  
City/state/zip NA  
Telephone 516-483-6254  
Other present address(es) NA  
City/state/zip NA  
Telephone NA  
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
President    /   /    Treasurer    /   /     
Chairman of Board    /   /    Shareholder    /   /     
Chief Exec. Officer    /   /    Secretary    /   /     
Chief Financial Officer    /   /    Partner    /   /     
Vice President 01/10/2016  
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO x If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO x If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES     NO x;  
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO x  
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO x If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO x If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO x If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO x If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO x If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO x If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO x If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO x If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO x If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO x If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO x If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO x If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO x If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO x If Yes, provide details for each such year.

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I, Nancy Cohan, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8<sup>th</sup> day of September 2016

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

Family and Children's Association  
Name of submitting business

Nancy Cohan  
Print name

[Signature]  
Signature

Vice President  
Title

9, 8, 16  
Date

### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: \_\_\_\_\_

- 1) Proposer's Legal Name: Family and Children's Association
- 2) Address of Place of Business: 100 East Old Country Road, Mineola New York 11501

List all other business addresses used within last five years:

3) Mailing Address (if different): \_\_\_\_\_

Phone : (516) 746-0350

Does the business own or rent its facilities? Both

4) Dun and Bradstreet number: 068058114

5) Federal I.D. Number: 11-3422018

6) The proposer is a (check one):      Sole Proprietorship      Partnership   X    
Corporation   X   Other (Describe) 401 (3) c

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes   X   No      If Yes, please provide details: Business leases office space in  
Corporate Headquarters.

8) Does this business control one or more other businesses? Yes   X   No      If Yes, please provide details: Affiliates with Long Island Council on Alcoholism & Drug Dependence.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No      If Yes, provide details. Affiliates with Long Island Council on Alcoholism & Drug Dependence

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes      No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).     

11) Has the proposer, during the past seven years, been declared bankrupt? Yes      No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets     

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes      No X If Yes, provide details for each such investigation.     

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes X No      If Yes, provide details for each such investigation. New York State Department of Labor Claim was made against Family and Children's Association and Nassau County totaling \$226,000 for back wages related to benefit time accrued by a class of FCA/Nassau County Employees who were terminated in 2012. The claim remains unresolved.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes      No X If Yes, provide details for each such charge.     

b) Any misdemeanor charge pending? Yes      No X If Yes, provide details for each such charge.     

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes      No X



If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_\_ No X If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_ No X; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_\_ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

As to the best of my knowledge, NO CONFLICT EXISTS.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

As to the best of my knowledge, NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

As to the best of my knowledge, NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

SHOULD A POTENTIAL CONFLICT OF INTEREST ARISE, WE WILL CONTACT THE COUNTY AND BE GUIDED ACCORDINGLY

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include: SEE ATTACHED RESUME

- i) Date of formation; 1998
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; NONE
- iii) Name, address and position of all officers and directors of the company; BOARD OF TRUSTEES (See Attachment)
- iv) State of incorporation (if applicable); NEW YORK
- v) The number of employees in the firm; 325
- vi) Annual revenue of firm; \$20,000,000.00
- vii) Summary of relevant accomplishments STEWARDSHIP REPORTS- (See Attachment)
- viii) Copies of all state and local licenses and permits. NONE

- B. Indicate number of years in business. Family and Children's Association was Incorporated in 1998-

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. SEE ATTACHMENT-

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Nassau County Department of Social Services

Contact Person Victoria Meyerhoefer, Director of The Office For the Aging

Address 60 Charles Lindbergh Blvd.

City/State Uniondale, New York 11553-3691

Telephone 1-516-227-8900

Fax # 1-516-227-8972

E-Mail Address Victoria.Meyerhoefer@hhsnassaucountyny.us

Company Nassau County Department of Social Services

Contact Person John Imhof, PhD. Commissioner

Address 60 Charles Lindbergh Blvd.

City/State Uniondale, New York 1153-3687

Telephone 1-516-227-8519

Fax # \_\_\_\_\_

E-Mail Address John.Imhof@hhsnassaucountyny.us

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Company NY State Division of Justice Services

Contact Person Maura Gagan

Address New York State Division of Criminal Justice Services-Alfred E. Smith Building- 80 South Swan Street

City/State Albany, New York 12210

Telephone 1-518-485-9922

Fax # \_\_\_\_\_

E-Mail Address maura.gagan@DCJS.NY.gov

# CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jeffrey L. Reynolds, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31<sup>ST</sup> day of JANUARY 2017

Mary A. Chiz  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH5163683  
Qualified in Nassau County  
Commission Expires April 2, 2019

Name of submitting business: Family and Children's Association

By: Jeffrey L. Reynolds  
[Signature]  
Signature

President/CEO  
Title

1/31/2017  
Date

**JEFFREY L. REYNOLDS, Ph.D., CEAP, SAP**

**E-Mail: [DrJeffreyReynolds@gmail.com](mailto:DrJeffreyReynolds@gmail.com)**

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### **Dynamic and Committed Non-Profit Executive**

**Energetic, mission-driven leader offering demonstrated success creating new community-based programs, building effective organizations and achieving operational efficiency for sustained growth.**

**Deep commitment to community health, wellness, prosperity and social justice through non-profit excellence with an emphasis on measurable outcomes.**

**Extraordinary ability to recruit, retain, motivate and win peak performance from multidisciplinary teams of employees and volunteers.**

**Recognized public affairs skills and outstanding reputation among elected officials, media professionals, corporate sponsors and community leaders.**

**Broad foundation of senior management expertise gained through 25+ years of diverse experience providing frontline services, mobilizing communities and managing programs for success.**

**Highest level of personal and professional integrity with a passion for challenge and commitment to exceeding all expectations and objectives.**

### **Core competencies**

**Organizational Development  
Program Evaluation  
Online/Offline Marketing  
Media Relations  
Collaborative Leadership**

**Strategic Alliances  
Change Management  
Government Relations  
Grant Management  
Public Speaking**

**Fiscal Planning & Budgeting  
Social Entrepreneurship  
Grant Proposal Writing  
Corporate Sponsorships  
Community Building**

### **Education**

**Doctor of Philosophy (Ph.D) in Social Welfare (2007)**

**School of Social Welfare**

**Stony Brook University, Stony Brook, NY**

**Dissertation: *Using the Trans-theoretical Model of Behavior Change to Explore Substance Use Patterns and HIV Risk Behaviors in a Suburban Sample***

**Master of Public Administration in Health Administration (1997)**

**College of Management, School of Public Service**

**Long Island University, Brookville, NY**

**Bachelor of Arts in Psychology (1988)**

**Dowling College, Oakdale, NY**

## Professional Experience

### **Long Island Council on Alcoholism & Drug Dependence, Inc. (LICADD)**

Minerva, NY

March 2009 - Present *Executive Director*

Reporting to a 23-member Board Of Directors, manage all aspects of a non-profit agency dedicated to assisting individuals and families struggling with addiction and preventing the early onset of substance abuse among young people.

- Supervise management and senior clinical staff, providing ongoing support, guidance and training so as to ensure program effectiveness and achievement of all contractual goals.
- Oversee the expansion of agency services, including LICADD's chemical dependency services including SBIRT, planned family interventions, relapse prevention programs, and the adoption of Too Good for Drugs, an evidence-based K-12 substance abuse prevention intervention.
- Re-branded and presently manage LICADD's Employee Assistance Program (EAP) which serves more than 70,000 employees of labor unions, school districts, corporations and municipalities in the tri-state area.
- Wrote, won and managed a U.S. Department of Health and Services grant totaling \$300,000 for a new Monitoring Children of Incarcerated Parents grant.
- Wrote, won and managed a NYS Department of Health AIDS Institute grant to conduct an overdose prevention program and create a heroin brochure targeted at teens.
- Represent LICADD on various task forces, community workgroups and advisory boards and serve as a speaker at professional conferences, community forums and before government bodies.
- Serve as an agency spokesperson for media interviews and represent LICADD on various community task forces.
- Increased revenues from 500K/year to \$1.385M/year and increased total number of families served by 750% since 2009.

### **BlesHELP, Inc.**

Hempstead, NY

July 1997 - March 2009 *Co-Founder/Chief Operating Officer*

Managed day-to-day operations of a non-profit agency dedicated to assisting victims of hate crimes, providing community-based violence prevention services and advocating for public policies to address hate crimes, youth violence, bullying, cyberbullying and discrimination.

- Supervised educational staff, providing ongoing support, guidance and training so as to ensure program effectiveness and achievement of all contractual goals.
- Served as the primary liaison to all federal, state and local funders, chair site visits and prepared written/oral reports for both funding sources and BlesHELP's board of directors.
- Helped secure more than \$1 million in grants, sponsorships and contributions from corporations including Bank of America, Northrop Grumman, and Roalyn Savings Bank as well as foundations such as the Long Island Community Foundation and the Charitable Ventures Fund.

- Helped secure and manage more than \$3 million in bi-partisan government funding including a \$500,000 Congressional earmark administered by the U.S. Department of Justice, \$250,000 in NYS Senate and Assembly Member Items, and ongoing grants from the Suffolk County Office of Minority Affairs.

- Wrote, won and successfully managed a two-year SAMHSA-funded Youth Violence Coalition that brought together law enforcement officials, former gang members, school representatives, social workers, media professionals, youth and families.

- Wrote, won and managed a Communities Empowering Youth grant (\$500,000) administered by the Administration for Children and Families designed to enhance the capacity of local youth-serving faith-based and non-profit organizations.

- Wrote, won and managed a NYS Division of Criminal Justice Services (DCJS) grant to provide an evidence-based intervention to address violence among Hispanic girls at Brentwood Middle School.

- Secured international media coverage for BiasHELP after successfully convincing Yahoo and Ebay to halt auction sales of Ku Klux Klan and Nazi paraphernalia.

- Wrote and helped design agency annual reports, brochures, newsletters and other promotional materials.

**Long Island Association for AIDS Care, Inc. (LIAAC)**  
Hauppauge, NY

**2007 - 2009** *Public Affairs Consultant*

Responsible for providing strategic guidance and assistance related to government affairs, resource development, public relations, strategic marketing, and communications.

- Edited annual reports, HIV prevention materials and grant applications.

- Served as a key liaison to elected officials, particularly at a state level, conducting in-district and Albany-based meetings, delivering testimony at public hearings and creating position papers.

- Conceived and executed a major marketing campaign to re-engage out-of-care HIV-positive individuals. Designed and supervised the production of bilingual television, radio, online and print Public Service Announcements and coordinated all media placements. Extended campaign with brochures, posters, a dedicated website and bus advertisements.

- Secured Hepatitis C, funding from the NYS Senate, crystal methamphetamine prevention funding from the NYS Assembly and STD funding from the NYS Department of Health to advance LIAAC's continued diversification.

- Served as a conference presenter and trainer on program sustainability for SAMHSA mental health/substance abuse treatment grantees.

**1997 - 2007** *Vice President for Public Affairs*

Reporting to the President/CEO, responsibilities included: Development, oversight and implementation of annual public policy advocacy agenda; participation in various community events and on various community planning bodies; preparation and delivery of testimony before local, state and federal governmental bodies, conference presentations addressing such issues as harm reduction, confidentiality, discrimination and bioethics; outreach and education surrounding the socio-political

implications of the AIDS epidemic; media outreach to insure accurate and comprehensive news coverage of HIV-related issues; organizational planning for agency development events; preparation and submission of foundation grant applications; supervision of department staff; and editing of bimonthly agency newsletter, annual report and other agency publications.

- Led a development team responsible for the production of AIDS Walk Long Island, Chef's Secrets, a golf outing, cycling event, and other fundraisers. Negotiated sponsorships with high net worth individuals, major corporations, small businesses and media outlets.

- Directly secured more than \$5 million in new government grants, foundation grants, sponsorships and individual gifts.

- Acted as media spokesperson and secured thousands of national, regional and local media placements.

- Supervised production of all printed materials, television spots, radio ads, billboards and websites, including an online cyclist pledge system, which doubled event revenues.

- Strengthened LIAAC's influence in the public policy arena, creating white papers, spearheading grassroots advocacy activities and ultimately helping to secure passage of key pieces of legislation.

- Led qualitative and quantitative evaluation of federally funded HIV-testing program.

- Served as a key member of agency management team, engaged in strategic planning, financial forecasting and ongoing assessment of agency staff and programs.

1995 - 1997	<i>Director of Policy and Public Relations</i>
1994 - 1995	<i>Deputy Director, Public Policy and Community Development</i>
1991 - 1994	<i>Advocacy and Communications Coordinator</i>
1989 - 1991	<i>Volunteer/Client Services Liaison</i>

#### **VICTIMS INFORMATION BUREAU OF SUFFOLK COUNTY (VIBS)** Hauppauge, NY

1988 - 1989      *Social Work Advocate*

Responsibilities included: Assisting and advocating for victims of domestic violence, rape, incest and sexual assault including: counseling victims in regard to their legal rights and options; escorting victims through such agencies as hospitals, probation, the District Attorney's office and Family, Supreme and Criminal Courts in an effort to ensure that proper treatment and services are given; crisis intervention on emergency hotline; screening and assessment of clients seeking counseling services; and a sound knowledge of the changing laws involving victim's rights.

#### **Community Activities**

2013 - Present	Member, Hazelden National Adolescent Treatment Advisory Board
2013 - Present	Member, Briarcliffe College Business Advisory Board
2013 - Present	Chair, Nassau County Youth Board (Appointment)
2012 - Present	Member, Drug Enforcement Agency (DEA) Prescription Drug Working Group
2013 - Present	Member, Mental Health Association of Suffolk Advisory Board
2012 - Present	Co-Chair, Suffolk County Sober Home Oversight Board (Appointment)
2011 - Present	Member, Suffolk County Welfare to Work Commission (Appointment)
2009 - Present	Executive Committee Member, Nassau County Heroin Task Force



**1994 – Present Vice Chair, New York State AIDS Advisory Council**  
 Appointed in April 1994, reappointed March 1995, 2009, 2011 by NYS Senate Majority Leader

- Chair, Subcommittee on the NYS Budget
- Co-chair, Subcommittee on Criminal Defendant HIV Testing
- Co-chair, Subcommittee on NYS Newborn HIV Testing Regulations
- Co-chair, Ad Hoc Subcommittee on HIV/AIDS and Welfare Reform
- Member, Subcommittee on Harm Reduction
- Member, Subcommittee on HIV/AIDS Surveillance/Partner Notification
- Member, NYS Evaluation Committee, Expanded Syringe Access Program (ESAP)
- 2010 – 2012 Chair, Suffolk County Heroin/Opiate Advisory Panel (Appointment)**
- 2009 – 2012 Board Member, Long Island Recovery Association**
- 2007 – 2012 Assistant Clinical Professor, Stony Brook University**
- 2007 – 2012 Consultant/Conference Presenter, McKinley Consulting for SAGWBA**
- 1997 – 2005 Member, Huntington Town Anti-Bias Task Force**
- 1993 – 1995 Member, Suffolk County Anti-Bias Summit**
- 1992 – 1995 Member, NYS AIDS Housing Advisory Committee**
- 1992 – 1996 Board Member, New Yorkers for Accessible Health Coverage**
- 1992 – 1997 Board Member, Policy Advisory Committee, NS Ryan White Network**
- 1991 – 1995 Board Member, LI Coalition for a National Health Plan**
- 1987 – 1997 Board Member, Suffolk Chapter, New York Civil Liberties Union**
- Board Chair, 1992-1995**
- 1990 – 1995 Member, Catholic Charities Coalition for People with Disabilities**
- 1992 – 1994 Board Member, New York AIDS Coalition (NYAC)**
- 1991 – 1994 Member, Steering Committee, Center for Prejudice Reduction**

#### **Honors and Awards**

- 2013 Times of Smithtown Man of the Year**
- 2013 Caron Treatment Centers Distinguished Professional Award**
- 2012 Long Island Press Power List**
- 2012 Simple Steps Foundation Community Leadership Award**
- 2011 Long Island Press Power List**
- 2010 Long Island Press Power List**
- 2000 Long Island University, College of Management – Outstanding Alumnus Award**
- 1999 Long Island Press Club Award for Business Reporting**
- 1998 New York AIDS Coalition Advocacy Award**

#### **Major Presentations**

Invited to testify on numerous occasions before the Nassau and Suffolk County legislatures on and other governmental bodies including: the NYS Senate Task Force on Health Care, the NYS Assembly Standing Committee on Insurance, the NYS Assembly Health Committee, and the NYS Assembly Social Services Committee. Adjunct Professor teaching courses on public health interventions and ethics at Stony Brook University. Guest lecturer at Adelphi University, Long Island University, Hofstra University and a variety of other educational institutions. Conducted leadership trainings for the New York AIDS Coalition, the Huntington Chamber Foundation, the Nassau County Police Department, and the Town of North Hempstead. Conducted more than 500 trainings on public health, addiction and parenting for school districts, community groups and corporations. Presented 19 formal papers at professional/academic conferences, including the federal Centers for Disease Control's Health Communications Conference in 2011 and the Employee Assistance Professionals Association World Conference in 2013.

### **Publications**

Authored more than 300 news and op-ed articles that have appeared in a wide variety of publications including: *Newday*, *The Long Island Press* and *Long Island Business News*. Author of *Reclaiming Lost Voices: Children Orphaned by HIV/AIDS in Suburbia* (Huntington Station, New York: LIAAC 1995), "To Tell or Not to Tell: Disclosing Your HIV Status" in *Positive Options: A Handbook for People Living with HIV* ed. K. Timour (New York: Body Positive 1995); *Mastering the Maze: A Consumer's Guide to HIV/AIDS and Welfare Reform* (Huntington Station, New York: LIAAC 1998); *Sacrificing Science and Sensibility: How Squeamishness over Syringes is Stalling Public Health Efforts on Long Island* (Huntington Station, New York: LIAAC 1998)

### **Interviews**

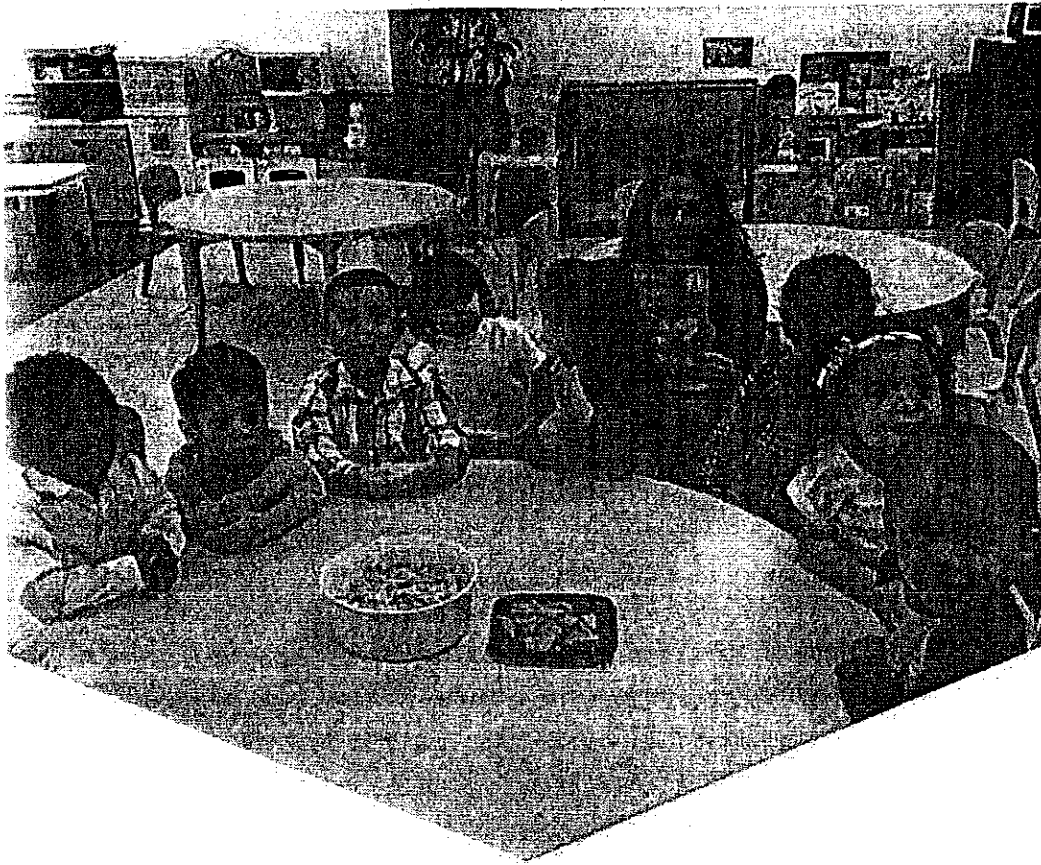
Consistently used as an expert source of substance abuse, addiction, HIV/AIDS and human/civil rights information in a wide variety of local and national radio, television and print outlets including: CNN, Bloomberg.com, MSNBC, CBS Evening News, News 12, *Newday*, *The New York Times*, *Wall Street Journal*, *Daily News*, *Eyewitness News*, *USA Today*, and *National Public Radio*. Profiled in *Newday* cover story on White House Conference on AIDS (Plea from Suburbs at White House, December 8, 1995). Interviews total more than 1500 in over 250 local, national and international media outlets.

### **Additional Credentials/Certifications**

U.S. Department of Transportation-Qualified Substance Abuse Professional (2012)  
Certified Employee Assistance Professional (2011)  
Certified Anger Management Professional (2010)  
Notary Public, State of New York, County of Suffolk (1999)

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PROVIDING HELP & HOPE



**2015 ANNUAL REPORT**

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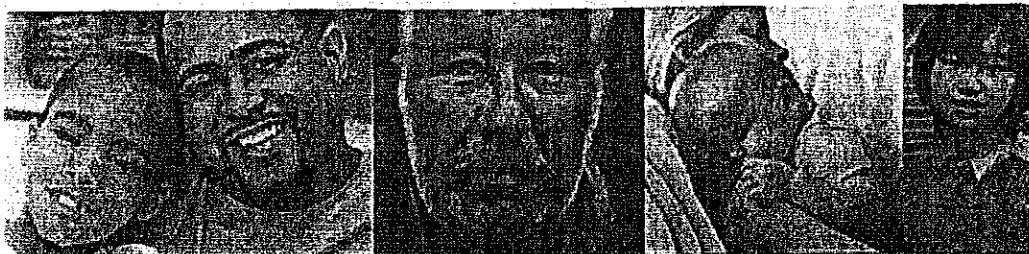
*\*As of June 13, 2016*





## OUR MISSION PROTECT & STRENGTHEN

Family & Children's is dedicated to protecting and strengthening Long Island's most vulnerable children, youth, seniors, veterans, families and communities. We offer assistance to those who are experiencing social, emotional and economic challenges.



*In 2015, Family & Children's Association provided  
Help & Hope to over 20,000 men, women and children  
in Nassau and Suffolk Counties*

**2015 Annual Report 1**

Dear Friends of FCA,

On behalf of our Board of Trustees, dedicated staff and loyal volunteers, we are proud to present you with our 2015 Annual Report. Though it's almost impossible to capture a year's worth of work in a few pages, paragraphs and pictures, we've included some highlights, client stories and key performance indicators that help tell our story.

We continued our agency re-organization in 2015, expanded our leadership team, launched several new programs and fulfilled a promise to Long Islanders we first made more than 130 years ago.

The nonprofit sector is in the midst of incredible turmoil and behavioral health, in particular, is undergoing significant changes in both its financing and service delivery. Here at FCA, we're embracing these changes, positioning ourselves for success and creating new partnerships that will produce measurable, sustained results for our region's most vulnerable populations.

With renewed financial stability, an incredibly gifted team and a laser-focused commitment to excellence we will soon unveil *FCA 2020*, a comprehensive blueprint for our continued progress as one of Long Island's largest nonprofits. We are thrilled that you've been part of our historic success and even happier to call you family.

Sincerely,



*J. Reynolds*

Jeffrey Reynolds, PhD  
President/CEO



*[Signature]*

Drew Crowley  
Chairman,  
Board of Trustees



In 2015, Family and Children's Association (FCA) and The Long Island Council on Alcoholism and Drug Dependence (LICADD) entered into a strategic partnership that will consolidate administrative functions, reduce operating expenses and most importantly, create a seamless continuum of care for individuals and families struggling with addiction. Under the new arrangement, LICADD has become an affiliate of FCA.

Together, the agencies now offer a full array of addiction services ranging from school-based prevention programs, to mental health/substance abuse screenings, to brief interventions and NYS-licensed outpatient treatment, to recovery support and relapse prevention. Additional services offered by the agencies include: youth mentoring, services for military veterans, children's mental health services, transitional housing and professional continuing education programs.

Under the formal agreement, LICADD will retain its identity, its 501 (c) 3 nonprofit status and existing programs for the foreseeable future. FCA will help the agency manage staff, finances, existing grants and new opportunities in the rapidly evolving behavioral health marketplace.



*FCA President/CEO Dr. Jeffrey Reynolds and LICADD Executive Director Steve Chassman, along with Nassau County District Attorney Madeline Singas and NYS Assemblyman Joseph Saladino, recently participated in a press conference hosted by Senator Kirsten Gillibrand discussing the need for stricter guidelines regarding opioid prescriptions.*



# MEETING OUR GREATEST CHALLENGES

For more than 130 years, FCA has offered help and hope to millions of Long Island's most vulnerable men, women and children by providing vital services such as career counseling, education, support services and housing, to name a few.

It's all over the news... Long Island has been plagued by a staggering number of deaths tied to substance use disorders. Latest estimates indicate a record 442 people died from opiate overdoses on Long Island in the past year.

Add to that the problems faced by an aging population. In Nassau County alone, there are about 300,000 people who are age 55-plus. Failing health is just one of the problems faced by our senior population. Other factors such as declining mental abilities, change in economic status, lack of transportation, financial scams, utility shut-offs, and possible homelessness create a bleak picture.

The good news is that FCA has streamlined its operations to better serve runaway teens, homeless youth, at-risk students, veterans, families in crisis, seniors, and the working poor. We offer a variety of life-changing programs that fall into one of our three main divisions: Preventive Services, Senior Services, and Behavioral Health.

**In 2015 FCA helped over 20,000 people, enough to fill Carnegie Hall 5 1/2 times!**



It is our hope that you will take a moment to learn more about the programs offered by FCA. You might even consider volunteering or making a financial contribution. After reading about the work we do, you might wish to help a friend or loved one take the first step towards recovery or renewal.

Our goal is to provide help and hope to those who need us the most...won't you join us? Please read on to learn more...

Here is a letter from a grateful mother who found care for her toddlers while caring for a sick infant through the Nursery Co-Op program within FCA's Behavioral Health Division:

*"After giving birth to my third child, my joy quickly turned to fear when I was told that my new baby would require multiple surgeries to correct a birth defect... Thankfully, the Nursery Co-op was there to care for my toddlers while I went back and forth to the hospital with my infant. I can't express how grateful I am for the help and knowing that they were being well cared for while my husband went to work and I navigated the frightening world of medicine. I'm happy to report that our baby had several surgeries and is doing much better. I don't know where we would be if it weren't for your help and support."*



*FCA's Preventive Services Division provides safety-net programs to children and families who are at risk, homeless or struggling with a host of difficulties including substance use disorder, mental health trauma, domestic violence or chronic poverty. As change agents, the staff of FCA empower our youth and families in their decision-making abilities and help them develop the skills needed to live independently, often breaking multigenerational cycles of poverty and neglect.*

## **Preventive Services Division**

# **EMPOWERING WITH HOPE AND PURPOSE**



At FCA, we understand that the challenges placed on families may seem insurmountable....substance abuse, violence, financial instability and homelessness. That is why we have made it our sole mission to support children, young adults and families who are vulnerable, homeless, experimenting with drugs and alcohol and/or are at high-risk for developing behavioral health issues.

Although the programs and services of the Preventive Services Division are varied, the goals are the same—to empower disenfranchised youth and their families with a sense of hope and purpose and to help them on the road towards self-sufficiency and independence.

The Preventive Services Division consists of 8 programs, including 2 residential shelters for runaway and homeless youth.

### **Programs Offered By the Preventive Division:**

- **Family Support** protects at-risk children who face foster care by strengthening their parents' ability to care for them safely at home.
- **PACT** (Parents and Children Together) provides education to pregnant and parenting teens; many of whom speak English as second language.
- **STARS** (Safe Transitions and Reunification Services) helps unaccompanied minors who have fled life threatening circumstances from their countries of origin to re-unite with their parents or caregivers in the NY area.
- **Project Independence** provides independent living skills, training and services to young people with multiple traumas who are aging out of the foster care system.
- **SNUG** is an anti-violence program that works with area residents, businesses and community-based organizations to create strategies that will reduce gun violence in the Village of Hempstead.

- **Detention Diversion** provides family mediation and case management services to young people in an attempt to keep them from descending deeper into the juvenile justice system.

### Shelters:

- **Nassau Haven** is a 30-day emergency shelter for young people who are homeless or in crisis and in need of a place to live or rest.
- **Walkabout** is a transitional living program for formerly homeless youth (ages 16-20). It provides both residential and ongoing case management services in order to prepare them for independent living.

FCA is proud to report that this team provided services to 2,400 people and impacted an additional 460 people through direct community outreach and workshops in 2015. It is our hope that clients who participate in our programs will gain the skill sets necessary to become stronger and healthier.

Since education is key to breaking the cycle of poverty, FCA is proud of our career counselors whose mission is to help our clients obtain higher paying jobs. Walkabout residents earned a cumulative \$171,000 in 2015. Also in 2015, 59 young people were the recipients of FCA scholarships and are currently attending college or a vocational program.



The Preventive Division is especially proud of our **SNUG Program** (SNUG = guns backwards), which is dedicated to reducing and preventing shootings and killings in the Village of Hempstead. SNUG incorporates public education campaigns and cooperation with local law enforcement, including the Hempstead Police Department.

Based on a program developed in Chicago in the 90's, the Cure Violence Health Model has shown statistically significant reductions in violence. Funding for the FCA SNUG initiative is provided by NYS Division of Criminal Justice Services. SNUG is a collaborative partnership between FCA, the Nassau County District Attorney and the Hempstead Village Police Department.



### Select Preventive Services Division Outcomes

- Successfully kept 99% of the families served in our Family Ties and Family Support program intact.
- SNUG saw a 60% reduction in shooting incidents over the course of the year.
- 100% of the youth served at Walkabout acquired the skills needed to live independently.
- 76% of our Project Independence youth showed an improvement in independent living skills.

*In 2015, FCA's Behavioral Health Division helped nearly 2,000 people cope with a variety of issues, including substance use disorders, homelessness and psychiatric disorders. Each member of the Behavioral Health Division has received specialized training in dealing with the specific problems faced by people of all ages living with these devastating challenges.*

## **Behavioral Health Division**

# **PROVIDING HOPE FOR PEOPLE BATTLING ADDICTION OR BEHAVIORAL HEALTH CONCERNS**

FCA's Behavioral Health Division works with adults and youth who are suffering with substance use disorders and behavioral health issues. We have assembled a team of specially-trained substance abuse counselors, psychiatrists, social workers and nurse practitioners whose mission is to help individuals, couples and families find a path to recovery.

It is important to understand that people living with substance use and behavioral health disorders recover more quickly when they receive the support of family and friends. For that reason, FCA reaches out to our clients' loved ones to keep them actively involved in recovery efforts. In addition, we provide respite and childcare to parents who become exhausted from the unrest at home and desperately need enhanced support.

The primary goal of the Behavioral Health Division is to help people living with mental health issues return to their homes and communities. We understand that these individuals and the people who love them are often frightened and overwhelmed. FCA believes that each one of our clients is entitled to compassionate care in a warm and nurturing environment.

In 2015, the Behavioral Health Division provided treatment to 1,740 people. Our message is clear—"FCA is here to help and support you during treatment. You are not alone—and there is hope."

### **Programs Offered By the Behavioral Health Division:**

- **Hempstead Family Treatment and Recovery and Hicksville Counseling Centers** - licensed outpatient chemical dependency treatment programs offering the continuum of individual and group treatment to help clients abstain from drug and alcohol use.
- **Home and Community Based Services (HCBS)** - provides home and community-based case management and supportive services for children

between the ages of 5-18 who face hospitalization due to an emotional disturbance.

- **Family Center** - Nassau and Suffolk - provides support to families whose children (ages 5-18) have received a diagnosis of Serious Emotional Disturbance.
- **Children's Case Management** - provides support services to children who are at-risk for psychiatric hospitalization or placement.
- **PINS Diversion (Persons In Need of Supervision)** - helps young people avoid entry into the juvenile justice system.
- **Family Mediation** - offers short-term counseling to youngsters and families experiencing conflict in the home.
- **West Nassau** - a 24-hour supervised community residence that serves adult men and women who suffer from mental illness. The residential program helps clients learn the skills necessary to move on to a more independent living environment.
- **Lakeview House** - a community residence for adolescents with severe emotional impairment who require a structured setting in the community.

The landscape of behavioral health services is rapidly changing, including a move toward Medicaid Managed Care, Health Homes and DSRIP (the Delivery System Reform Incentive Payment program). FCA has been monitoring these changes and, in 2015, signed an agreement with the **Hudson River HealthCare** Children's Health Home to be a Care Management Agency (projected to begin enrolling children in October 2016).

In anticipation of our role with the Health Home, FCA was awarded a contract from Nassau County to be the sole provider of **Children's Case Management** services for children between the ages of 5 and 18 who are diagnosed with SED (serious emotional disturbance). The addition of case management services has enhanced the continuity of care we are able to provide to children and families. In addition to offering three different levels of care for intensive in-home mental health services (**HCBS, Intensive and Supported Case Management**) for children, FCA is now considered to be the primary provider for Nassau County, both in the number of programs and the number of clients served.



### Select Behavioral Health Division Outcomes:

- Successfully kept 100% of the residents served at West Nassau out of expensive institutional care.
- 96% of our PINS Diversion clients were successfully diverted from family court involvement and out-of-home placement.
- 100% of our Family Center children remained at home with their families upon discharge from the program.
- 87% of the youth in our Lakeview community acquired the skills needed to improve their communication and ability to interact positively with others.



*The services FCA provides allow seniors to live independently and safely in their homes. The funding associated with these programs represents a fraction of the cost of providing seniors with avoidable institutional, long-term care.*

## Senior Division

# STRENGTH IN NUMBERS



The numbers are in, and they are staggering. In 2015, Nassau County was home to more than 300,000 seniors age 55 plus. Thanks to the variety of programs and services offered by FCA's Senior Division, more than 10,000 members of this vulnerable population (including those who are able to live at home and those who currently reside in adult, nursing or assisted living facilities) were served by FCA.

What that means is that 3.3% of Nassau County's senior population has been helped through our network of

services specifically designed to ensure their safety while maximizing their independence and improving their overall quality of life.

At the heart of the Senior Division is the understanding that the majority of seniors want to age in place and remain at home. They wish to live out their remaining years in a dignified manner feeling respected and hopeful.

### Programs offered by the Senior Division include:

**Senior Financial Counseling** - provides financial assistance, guidance and advocacy to help resolve debt, mortgage and tax issues.

**HIICAP (Health Insurance Information Counseling & Assistance Program)** - provides the latest health care options to seniors at no cost.

**Bill Payer** - provides monthly assistance to help visually impaired or physically challenged seniors organize and pay their bills to prevent harassment from creditors or shut-offs by utilities.

**CHEC (Counseling for Home Equity Conversion)** - offers a HUD-certified counselor to help seniors understand the reverse mortgage process.

**Case Management and In-Home Assistance Program (EISEP)** - provides help to seniors by connecting them with in-home services so they can remain safely and independently at home.

**Ombudservice** - engages trained volunteers who work as resident advocates for seniors living in nursing, adult and assisted living homes.

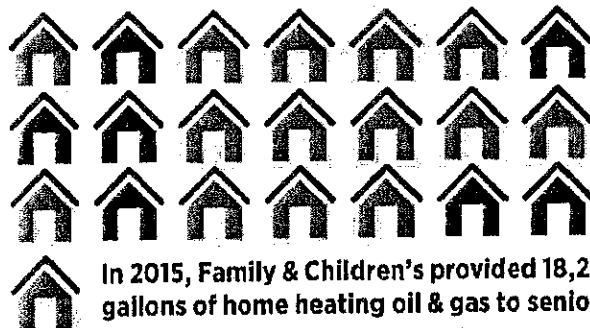
**SAFE and HEAP** - provide heating fuel to low-income seniors.

**Veterans Residence** - Provides permanent housing for up to eight honorably discharged veterans seeking quality, affordable, and substance-free accommodations in the community.

**Friendly Visitors** - Implemented in 2015 through the generosity of the Manhasset Community Fund's Greentree Foundation, senior residents from the Town of North Hempstead can be connected with a friendly visitor who pays a social visit for at least one hour weekly to address feelings of isolation and hopelessness. The program began with 23 matches and provided over 600 hours of socialization to isolated seniors.

As we look towards the future, FCA is committed to addressing issues of most concern to seniors as the population grows and becomes increasingly frail. Adding to this imperative is the knowledge that three out of every four people age 50 and over lack the funds to pay for long-term care expenses. We understand that community, home-based services are the most cost-effective way for us to assist the growing number of frail and isolated seniors.

On behalf of the 10,000 seniors whose lives are impacted by the programs and services we offer, FCA continues to search for more creative ways of keeping this fragile population happy and healthy.



In 2015, Family & Children's provided 18,200 gallons of home heating oil & gas to seniors, fueling over 22 homes for a full year.

Based on 2011 average annual Long-Island fuel consumption which was 800 gallons of oil. [www.ohill.org/oilheatinfo.php](http://www.ohill.org/oilheatinfo.php)



#### Select Senior Division Outcomes

- 98% of seniors served in our case management program were able to remain in their homes.
- Senior Financial Services provided 565 seniors with financial assistance, guidance and advocacy to help resolve debt, mortgage and tax crises.
- Over 600 hours of socialization were provided to the elderly by FCA's Friendly Visitor volunteers.



Here is a letter from a grateful daughter who found help, direction and support for her father from FCA's Senior Division:

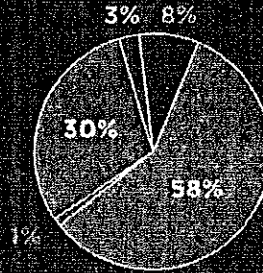
*"Just wanted to let you know I contacted your office several months ago for help with my father. My sister and I were very overwhelmed with trying to help him. We contacted Eileen and she was a wonderful help to us. She pointed us in the right direction when we were totally lost on what to do. She was very knowledgeable and really helped us a lot. She checked in with us periodically to see how everything was going and to see if we needed any more help. She was a big help when we needed it and it is very much appreciated."*





# ANNUAL REPORT

INCOME 2015

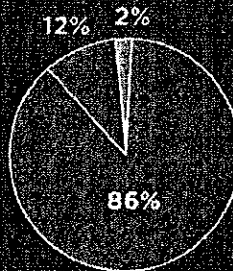


FISCAL YEAR ENDING

INCOME	2015
<input type="checkbox"/> Contributions	\$ 1,660,401.00
<input type="checkbox"/> Government	\$ 11,312,199.00
<input type="checkbox"/> Investment	\$ 105,843.00
<input type="checkbox"/> Medicaid/Medicare	\$ 5,846,152.00
<input type="checkbox"/> Fees/Other Income	\$ 662,218.00
<b>Grand Total</b>	<b>\$ 19,586,813.00</b>

EXPENSES	
<input type="checkbox"/> Program Services	\$ 17,164,791.00
<input type="checkbox"/> Management & General	\$ 2,429,201.00
<input type="checkbox"/> Fundraising Services	\$ 439,341.00
<b>Total Expenses</b>	<b>\$20,033,333.00</b>
<b>Net Income</b>	<b>\$ (446,520.00)</b>

EXPENSES 2015





## THANK YOU TO OUR 2015 SPONSORS & DONORS

FCA is grateful for the continued support of many compassionate neighbors. We wish to thank all of our donors whose ongoing generosity and vision enable us to provide help and hope for the vulnerable populations we serve.

### \$100,000 TO \$500,000

Mr. and Mrs. George D. O'Neill

### \$50,000 TO \$99,999

Fay J. Lindner Foundation  
Mr. & Mrs. H. Richard Grafer  
Mrs. Amy Hagedorn

The Hearst Foundations  
Newsday Charities  
United Way of Long Island  
William Stamps Farish Fund

### \$10,000 TO \$49,999

Adelphi University  
BNY Mellon Community Partnership  
BNY Mellon Wealth Mgmt.  
Capital One Bank  
Citi  
Mr. & Mrs. Peter Corcoran  
Farrell Fritz, P.C.  
Gerry Corbett Foundation  
Anonymous Donor  
Mrs. Angela Jaggar  
King Kullen Grocery Co., Inc.  
Knapp Swezey Foundation Inc.  
Mr. & Mrs. David Landau  
Long Island Frozen Storage

Meadowbrook Women's Initiative  
MSC Industrial Supply Co.  
Network Outsource  
North Hempstead Women's Golf Association  
NY Community Bank Foundation  
Mr. Joseph Patellaro  
Peter Ruhry Keys to Hope Foundation  
PSEG Long Island LLC  
Mr. Joseph Schull  
Anonymous Donor  
Mr. & Mrs. Charles M. Strain  
Mr. & Mrs. Scott R. Treiber  
The Warburg Pincus Foundation  
Mr. Ken Wessel



### \$5,000 TO \$9,999

Adikes Family Foundation  
 American Legion Auxiliary  
 Baker Tilly LLP  
 Mr. Peter J. Bogan  
 Mr. & Mrs. Daniel E. Brown  
 Mr. Kenneth Farrell  
 Mr. & Mrs. Joseph Ferrara  
 Healthplex, Inc.  
 Mr. & Mrs. Don Holden  
 Knockout Pest Control Inc.  
 Manhasset Community Fund

Marcie Mazzola Foundation Inc.  
 Mutual of America  
 Mr. John A. Nuzzi  
 Railworks  
 Securities Consultants LLC  
 Mr. Robert Schwerdel  
 Mr. William R. Siegel  
 Signature Bank  
 Star America Group  
 Thomasarts Holding Inc.

### \$1,000 TO \$4,999

Mr. & Mrs. Donald Abrams  
 Accuhealth Management Group Inc.  
 Al & Peggy Dematteis Family Foundation  
 Mr. & Mrs. James Anziano  
 Astoria Bank  
 Bahnik Foundation Inc.  
 BankUnited  
 Ms. Jayne Bisesi  
 Mr. Richard Bobbe  
 Bond, Schoeneck & King  
 Mr. & Mrs. Michael Brennan  
 Bridge & Tunnel Officers Benevolent Association  
 Mr. & Mrs. Gerald Brielmaier  
 Business Dynamics  
 Mr. & Mrs. Gerald Calder  
 Carr Business Systems  
 Dr. & Mrs. John & Cerrato  
 Mrs. Thomas H. Choate  
 City Employees Local 237  
 Clara & Kurt Hellmuth Foundation

Ms. Nancy Cohan  
 Cohn Reznick  
 Congregational Church of Manhasset  
 Denise Conway  
 Correction Officers Benevolent Association  
 Mr. & Mrs. Drew S. Crowley  
 Mrs. Mary Ann Crowley  
 Cypress Foundation  
 Dr. & Mrs. Robert Decker  
 DEKAL Service Inc.  
 Detectives Endowment Association  
 Mr. & Mrs. William Edwards  
 E-J Electric Installation Co.  
 Empire Blue Cross Blue Shield  
 Mr. & Mrs. George W. Frank  
 GAP Foundation  
 Garden City Community Church  
 General Contractors Association  
 Mr. Harry Goldfeiler  
 Ms. Jacqueline Goode



Mrs. Phoebe Goodman  
 Gould, Kobrick & Schlapp  
 Mr. Daniel Griesmeyer  
 Haddad Apparel Group  
 Mrs. Fran Harnett  
 Harry Wagner, P.C.  
 Holiday Inn Westbury  
 Mr. John J. Holloway  
 Mrs. Theodora Hoolon  
 Ms. Joni Howe  
 Mr. & Mrs. Louis L. Hoynes  
 Mr. Steven Isaacs  
 Jacob Marley Foundation  
 James J. Colt Foundation  
 Mr. & Mrs. John Jeffrey  
 Mr. Gerard Jones  
 Judith C. White Foundation, Inc.  
 Mr. & Mrs. Bernard D. Kennedy  
 Mr. & Mrs. Bernie Kennedy  
 Kohl's Department Stores  
 Kreisberg & Maitland, LLP  
 Mrs. Hope Lapsley  
 Ms. Sandra Leary  
 Ms. Natalie Leavy  
 Mr. & Mrs. Louis Levinson  
 Liberty Mutual Group Inc.  
 LICADD  
 Lions Club of Mineola  
 Lloyd Staffing  
 Local 342 LI Public Serv. Employees  
 Mr. Neil MacDonald  
 Maine Community Foundation  
 Ms. Suriya Mastroberti  
 Scott Matalon  
 Meltzer Lippe Goldstein & Breitstone, LLP  
 Mr. Melvin Miller  
 Mr. Michael Monahan  
 Morgan Stanley Wealth Management

N.C. Police Benevolent Assoc.  
 N.O.I.T.U.  
 New York State Court Clerks Association  
 NYS Court Officers Association  
 NYS Supreme Court Officers Association  
 NYS Troopers PBA Signal 30 Benefit Fund  
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 Mrs. Deborah Olson  
 Palmer Walker Foundation  
 Ms. Kathryn Payne  
 Mr. Jeffrey Periman  
 Prevent Child Abuse New York  
 Mr. & Mrs. Gregory Prime  
 Mr. & Mrs. Michael Prounis  
 Ms. Patricia Pryor-Bonica  
 Mr. Gregory Reider  
 Dr. & Mrs. Jeffrey Reynolds  
 Mr. & Mrs. Brian Ritchie  
 Annette Rodriguez-Ferrer  
 Mr. & Mrs. Steven Roth  
 John Rowan  
 Sanitation Officers Assoc.  
 Ms. Christine Santangelo  
 Mr. & Mrs. Steve Schneider  
 Mr. Joseph Schumm  
 Sergeants Benevolent Association  
 SKANSKA USA Civil  
 Ms. Delores Smalls  
 Mr. Brian Spillane  
 St. Joseph's College  
 Mr. Jeffrey Stein  
 Sun Auto Group of Wantagh  
 Mr. Biddanda Thimmaya  
 Mr. William Thornton  
 Mr. & Mrs. H. Craig Treiber  
 Mr. & Mrs. John H. Treiber  
 TRS Associates, Inc.  
 Mrs. Jane Tucker



UFCW Local 1500  
 United Service Workers IUJAT  
 M. Somit Varma  
 Mary Ann Vassallo

M. Traci Viklund  
 Mr. Christopher Wright  
 WSJS Architects  
 Mr. & Mrs. Donald Zerbarini

### \$500 TO \$999

Arrow Transfer & Storage Inc.  
 Assistant Deputy Wardens Assoc.  
 Central Mechanical Systems Inc.  
 Ms. Caroline Cohan  
 Dr. Benjamin & Mrs. Shawn Cohen  
 Coram-Selden Dental Group  
 Correction Captains Association  
 Ms. Anna Costaras  
 Court Officers Ben. Association of Nassau County  
 Mr. & Mrs. Joseph F. D'Angelo  
 Mr. Louis P. DiCerbo  
 Dr. & Mrs. Richard Dina  
 Mr. & Mrs. Charles F. Dolan  
 Mr. & Mrs. Donald Dunphy  
 Mr. & Mrs. Martin Feinberg  
 Cheryl Felice  
 Carlos Ferrera  
 Mrs. Maria Ferriggi  
 Gemma Auto Service Corp.  
 Mr. Danny Haffel  
 Ms. Arleen Hanichka  
 Henry Luce Foundation Inc.  
 Ms. Joan Hollander  
 Mrs. Margaret Hromada  
 Jack Gayson Plumbing & Heating  
 Ms. Dorothy Jacobs  
 Mr. James Keneally  
 Kennedy & Gillen  
 Mr. & Mrs. Leonard Labita  
 Ms. Rose Lavelle

Liquor Salesmens Union Local #2  
 Local 1049 IBEW  
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 Mr. Chris Mansfield  
 Mr. Thomas Mazza  
 Ms. Lillian McCormick  
 Meringolo Group Inc.  
 Mr. & Mrs. Phillip Mickulas  
 Mrs. Joyce Mullen  
 Mrs. Marisa Paladino  
 Roger and Jackie Pierangelo  
 Gautam Ramchandani  
 Ms. Angelika Ruhry  
 Mr. Adarsh Sarma  
 Cecilia Scaglione  
 Joel Schoenfeld  
 Mrs. Jamie Schwartz  
 Mr. Jan Sherman  
 Mr. Adrian Sokoloff  
 Mrs. Lisa Stern  
 Ms. Nancy B. Taylor  
 The Community Church of East Williston  
 The Law Offices of Frank D'Angelo & Assoc.  
 Total Training  
 Uniformed Fire Officers Association  
 Unitarian Universalist Congregation at Shelter Rock  
 Mr. Murray Warschauer  
 Mrs. Donna Whitfield-Raphael  
 Allyn Wise  
 Mr. James Zima

## Honor Roll of Giving : \$100 TO \$499

### \$100 TO \$499

Mrs. Judith Abelow  
 Ability Service Agency  
 Affiliated Agency Inc.  
 Ms. Carol Alexander  
 Mrs. Christina Alonso  
 Dr. Daryl Altman  
 Amalgamated Life  
 Mr. & Mrs. Brian Appel  
 Jon Aucone  
 Dr. Dean Bacigalupo  
 Bank of America  
 Mr. Merrill Banks  
 Mr. James Barber  
 Baron Associates  
 Mr. Albert Barrette  
 Ms. Susan Bashlan  
 Mr. & Mrs. Richard Bayer  
 Diane Beecher  
 Bellerose Garage Inc.  
 Mr. Dominick Bentivegna  
 Ms. Edith Berg  
 Dr. & Mrs. James Bergin  
 Mr. & Mrs. William Best  
 Bethpage Federal Credit Union  
 Mr. Frederick Black  
 BNI Accountable Pro's  
 Bradley & Parker  
 Ms. Mary Patricia Breen  
 Ms. Laura Buquicchio  
 Mrs. Lisa Burch  
 Janice Burkett  
 Colette Buzzetta  
 Mrs. Loren Campbell  
 Ms. Diana Caracciolo  
 Carbone & Molloy Inc.  
 Ms. Anne Marie Castelli  
 Mr. & Mrs. Richard Cavallaro  
 Mr. Rich Cave  
 Ms. Nicole Chang  
 Chester Agency Inc.  
 Mrs. Mary Chiz  
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Ms. Angelica Cintron  
 Dr. Pamela Clark  
 Ms. Lena Cobia  
 Ms. Anne Codey  
 Ms. Dale Cole  
 Mr. Timothy Cole  
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 Mr. & Mrs. James Collins  
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 Mr. & Mrs. Thomas W. Cullen  
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 Mr. Kurt Ehrig  
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 Ms. Esther B. Ernst  
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 Family Fuel & Heating Service  
 Avi Felix  
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 Nicola Hawkinson  
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 Mrs. Janet Henriquez-Marcic  
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 Joanne Hollingshead  
 Ms. Dian Holt  
 Hubbinette-Cowell Associates  
 Huntington Business  
 Products Centre  
 Mr. & Mrs. Gerald Hustick  
 Insurance Licensing Institute  
 Jantech Industries  
 Mrs. Donna Johnson  
 Mr. & Mrs. Percival Jones  
 Ms. Bernadette Kasnicki  
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 Carol Keating  
 Ms. Donna Keating  
 Ms. Maureen Kelly  
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 Mr. & Mrs. Jeff Kovner  
 Christina LaGrega  
 Mr. & Mrs. Jonathan Landau  
 Ms. Elizabeth Lang  
 Dr. Eric Last  
 Helen Laufman  
 Lavin Brothers Mgmt.  
 The Leahy Company Inc.  
 Ms. Stephanie Legare  
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 Ms. Donna Lewis  
 Lieutenants Benevolent Assoc.  
 Mr. Stephen Linker  
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 Howard & Lois Lorsch  
 Mr. & Mrs. David Lynch  
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 Mr. and Mrs. Nancy and  
     George Maestri  
 Mr. & Mrs. Gerard Malloy  
 Mr. John Maly  
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 Ms. Patricia Moore  
 Morgan Stanley Annual Appeal  
 MTP Auto Leasing & Services  
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 Mr. Gerald Murchison  
 Mr. Kevin Muskat  
 Mr. & Mrs. John S. Navratil  
 Mrs. Anne Nelson  
 New York City  
     Local 246 S.E.I.U. AFL-CIO  
 Gay Novack  
 Mr. James O'Gara  
 Mrs. Barry Osborn  
 Narendra Ostawal  
 Mr. Pedro Pacheco  
 Mr. John Papaportiriou  
 Mr. Michael Patten  
 Daphne Patterson

Mr. David Penn  
 Mr. Brian Pepper  
 Pepsico  
 Mr. James Pezzella  
 Mr. & Mrs. Sean Phillips  
 Phillips Brokerage of Bayside  
 Mr. Jason Plecora  
 Ms. Jackie Pierangelo  
 Mr. & Mrs. Allen Pisani  
 Pitta & Giblin  
 Mrs. Mary L. Polak  
 Ms. Sandra Pope  
 Ms. Patricia Pozin  
 Mary Price  
 Prime Petroleum Corp.  
 Ms. Adeline Quinn  
 Alex Ramo  
 Mr. Ronald Ranum  
 Ms. Mary Jean Reilly  
 Ronald & Angela Rich  
 Mrs. Barbara Volpe Ried  
 Mr. Carlos Rodriguez  
 Mrs. Eileen Roman  
 Mr. & Mrs. William Roth  
 Mr. Stephen Rubin  
 Dr. Jeffrey Rush  
 Mr. & Mrs. Edward J. Ryan  
 Mr. Kevin Ryan  
 Ryan Realty Co. Inc.  
 Ms. Marcy Salyer  
 Mrs. Elizabeth Salguero  
 Mr. Roger Santos  
 Mr. Anish Saraf  
 Sarap Inc.  
 Megan Scheuerman  
 Mr. & Mrs. Peter Schneider  
 Martin & Jane Schwartz  
 John Selfert  
 Dr. & Mrs. John Sheehy  
 Ms. Louise Shohet

Mrs. Peggy Sicari  
 Sidhal Industries LLC  
 Ms. Wendy Skinner  
 Ms. Andrea Small  
 M. Ashutosh Somani  
 South Bay Club  
 Mr. & Mrs. James Stillwaggon  
 Mr. & Mrs. Alan Stopek  
 Suffolk County Detectives Assoc.  
 Suffolk County PBA  
 Sunrise Laurelton  
     Lodge Foundation  
 Sunset Sales Inc.  
 Mr. Marc Suntup  
 Superior Officers Association  
 Ms. Donna Telchner  
 Temple Israel of Great Neck  
 Testa Brothers Ltd.  
 Ms. Marguerite Toscano  
 Mr. John Troisi  
 Mr. Lawrence Troisi  
 Brian Tucci  
 Uniformed Fire Alarm Dispatchers  
 Unitarian Universalist Congregation  
     of Central Nassau  
 Mrs. Gay Vachris  
 Sunny Vanderbeck  
 Mr. Christian Vaupel  
 Dr. & Mrs. Cosmo Vetrone  
 Mrs. Veronica Viviano  
 Nancy Wachis  
 Ms. Kathleen Wallace  
 Ms. Anne Walsh  
 Mr. & Mrs. John Walter  
 Ms. Regina Warren  
 Ms. Joyce Weber  
 Ms. Pearl Weinstein  
 Mr. Michael Wert  
 Ms. Terry Wood



## FAMILY & CHILDREN'S ASSOCIATION SERVICES & PROGRAMS

### PREVENTIVE SERVICES

- Family Support
- PACT (Parents and Children Together)
- STARS (Safe Transitions and Reunification Services)
- Project Independence Suffolk and Nassau
- SNUG
- Detention Diversion
- Nassau Haven
- Walkabout

### BEHAVIORAL HEALTH

- Hempstead Family Treatment and Recovery Center
- Home and Community Based Services (HCBS)
- Family Center (Nassau and Suffolk)
- Children's Case Management
- PINS Diversion
- Family Mediation
- West Nassau Residence
- Lakeview House

### SENIOR SERVICES

- Senior Financial Counseling
- HIICAP (Health Insurance Information Counseling & Assistance Program)
- Bill Payer
- CHEC (Counseling for Home Equity Conversion)
- Case Management and In-Home Program (CISEP)
- Ombuds Service
- SAFE and HEAP
- Friendly Visitors
- Veterans Residence

*"I started attending Project Independence meetings and became involved in all the activities that you had to offer. The counselors enhanced my life by letting me know that I was worthy of love and support. They encouraged me to take advantage of every opportunity that was open to me and to give myself the chance to succeed. I attended meetings and picnics and was even invited to speak at your Thanksgiving Ball in an effort to coax me out of my shell. "The system" that oversees children in foster care is very cold, but the counselors at Project Independence were warm, loving and turned out to be not a replacement of my foster family but an additional family that cared about me. Being in your program felt like a sigh of relief."*



**BECOME A VOLUNTEER (516) 746-0350 x4372**

100 E. Old Country Road, Mineola NY 11501 • (516) 746-0350 • [www.familyandchildrens.org](http://www.familyandchildrens.org)

**(ATTACHMENT FOR POINT C FROM PAGE 4)**

The mission of Family and Children's Association (FCA) is to protect and strengthen Long Island's children, families and communities. We offer assistance to those who are experiencing social, emotional and/or economic difficulties through comprehensive and integrated services ranging from early childhood intervention and preventive care to services for senior citizens – all designed to encourage self-sufficiency whenever possible. FCA is committed to providing high quality, professional care through a continuum of in-home, residential, and community-based programs, which are individualized, strength-based and culturally competent. For over 130 years, we have served Long Island by rising to meet the needs and challenges of its most vulnerable population through an integrated network of services that care for children, youth, adults, seniors, and families. FCA is recognized as a model of excellence; fiscally sound, well-managed, and possessing an impeccable reputation for providing community-based social services. FCA programs touch the lives of more than 20,000 Long Island residents each year through the efforts of over 300 staff members, 200 individual volunteers, corporate groups, community groups and sponsors who join with us to become something bigger than themselves.

In a single year, as a result of the work of FCA more than 8,700 seniors remained safely in their homes, 1,100 individuals with drug or alcohol problems were helped to overcome their addictions, more than 3,000 families received services to protect and improve the safety and wellness of their children, nearly 1,000 children received educational support services to succeed in school, and 1,400 teenagers received counseling, independent living skills, counseling, case management or emergency housing. Wholly committed to continuous quality improvement, every one of FCA's programs measures outcomes to assess effectiveness, and solicits the input and opinions of the people who benefit from our services. These services are, client-focused and consumer-driven by design and community feedback is vital to our success.

COUNTY OF NASSAU  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: FAMILY AND CHILDREN'S ASSOCIATION

Address: 100 East Old Country Road

City, State and Zip Code: Mineola, New York 11501

2. Entity's Vendor Identification Number: 11-3422018

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Charitable Organization ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See Attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

None

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---

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

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---

---

---

---

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 1/31/2017

Signed: 

Print Name: Jeffrey L. Reynolds

Title: President/CEO

**Page 4 of 4**

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

# BOARD OF TRUSTEES

Title	First Name	Last Name	State	Home Address	Home Town	Home	Officer Title
Mr.	Donald	Abrams	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Mr.	Adam	Blank	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Mr.	Peter J.	Bogan	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Mr.	Daniel	Brown	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Mr.	Rich	Cavallaro	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Ms.	Rosanne	Cavallaro	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Dr.	John	Cerrato	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Mr.	Drew	Crowley	NY	[REDACTED]	[REDACTED]	[REDACTED]	Board of Trustees, Chairman
Mr.	David	Landau	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Mr.	H. Richard	Grafer	NY	[REDACTED]	[REDACTED]	[REDACTED]	Board of Trustees, Vice Chairman
Mr.	Daniel	Griesmeyer	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Ms.	Judy Sandford	Guise	NY	[REDACTED]	[REDACTED]	[REDACTED]	Board of Trustees, Secretary
Mr.	Michael	Monahan	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Ms.	Dorothy	Jacobs	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Mrs.	Angela	Jaggar	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Mr.	Bernard	Kennedy	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Mrs.	Hope	Lapsley	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Ms.	Donna	Lewis	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Mr.	David	Lyons	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Mr.	Gerard	Jones	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Mr.	Joseph	Patellaro	NJ	[REDACTED]	[REDACTED]	[REDACTED]	
Ms.	Patricia	Pryor Bonica	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Mr.	Scott	Treiber	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Ms.	Delores	Smalls	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Mr.	Charles	Strain	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Mr.	Robert	Schwerdel	NY	[REDACTED]	[REDACTED]	[REDACTED]	Board of Trustees, Treasurer
Mr.	William	Thornton	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Mr.	Charles	Trunz III	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Mr.	Wayne	Wink, Esq.	NY	[REDACTED]	[REDACTED]	[REDACTED]	
Mr.	Jeffrey	Reynolds	NY	[REDACTED]	[REDACTED]	[REDACTED]	FCA President/CEO
Ms.	Mary Ann	Vassallo	NY	[REDACTED]	[REDACTED]	[REDACTED]	FCA Chief Financial Officer
Mr.	Donald	Holden	NY	[REDACTED]	[REDACTED]	[REDACTED]	FCA Chief Development Officer
Ms.	Lisa	Burch	NY	[REDACTED]	[REDACTED]	[REDACTED]	FCA Chief Operating Officer





## AMENDMENT NO. V

This AMENDMENT, dated as of January 1, 2017 (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Family and Children's Association, a not-for-profit corporation of the State of New York having its principal office at 100 East Old Country Road, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000089 between the County and the Contractor, executed on behalf of the County on May 23, 2012, the ("Original Agreement"), the Contractor provides mandated Preventive services to children, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Ten Million Six Hundred Eighty Two Thousand One Hundred Forty Six Dollars and 00/100 (\$10,682,146.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2017.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Million Forty Thousand Three Hundred Eighteen Dollars and 00/100 (\$2,040,318.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Twelve Million Seven Hundred Twenty Two Thousand Four Hundred Sixty Four Dollars and 00/100 (\$12,722,464.00) (the "Amended Maximum Amount").

3. Advance Payment. Subsections 3(a)(ii) and 3(a)(iii) of the Original Agreement are hereby amended and shall respectively read in their entirety as follows:

3. (a)(ii) An Advance of Two Hundred Eighteen Thousand Seven Hundred Thirty Dollars and 00/100 (\$218,730.00) shall be payable upon execution of this Amended Agreement



by the County. The Advance amount shall consist of a one-twelfth (8.33%) advance from the PINS Diversion Line Item Budget attached hereto as Amended Appendix B1, in the sum of One Hundred Forty Five Thousand Five Hundred Eighty Eight Dollars and 00/100 (\$145,588.00) and a Twenty Five Percent (25%) advance from the Project Independence Line Item Budget attached hereto as Amended Appendix B3 in the sum of Seventy Three Thousand One Hundred Forty Two Dollars and 00/100 (\$73,142.00).

3. (a)(iii) The Contractor shall deduct the Advance in equal installments, in the appropriate amounts based upon the percentages and amounts of the advance from the respective Amended Line Item Budgets, during the last four (4) months of the term of the Amended Agreement. If the amount of any said claim is less than the amount of the Advance to be deducted from said claim, the Contractor shall submit with its claim a check payable to the County for the difference between the claim and the amount of the Advance to be recovered from said claim.

4. Budget. The budgets referred to in Section 3 (a) of the Original Agreement and attached to the Original Agreement are amended to appear in their entirety as set forth in Amended Appendices B1 and B3 attached hereto (such amended budget, the "Amended Budget"). The said Amended Budget annexed hereto may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

THE BALANCE OF THE PAGE INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

FAMILY AND CHILDREN'S ASSOCIATION

By: \_\_\_\_\_

Name: Jeffrey L. Reynolds, Ph.D., CEAP, SAP

Title: President/CEO

Date: 2/1/2017

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive

☐ Deputy County Executive

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK



)ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

)SS.:

On the 1st day of February in the year 2017 before me personally came Jeffrey L. Reynolds to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of Family and Children's Association, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Mary A. Chiz

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH8163683  
Qualified in Nassau County  
Commission Expires April 2, 2019





**AMENDED APPENDIX B1 LINE ITEM BUDGET: PINS DIVERSION**

*Nassau County Human Services*

*Universal Budget Form*

**Contract #** \_\_\_\_\_

**Contract Name:** Family and Children's Association

**Program Name:** Family Solutions - PINS Diversion (1/1/17-12/31/17)

***Budget Summary***

Line #	Expense type	Total \$
1a	Salary	\$1,084,758
1b	Fringe	\$318,919
1 Total	Personnel (Salary plus Fringe)	\$1,403,677
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$4,953
4	Equipment	\$900
5	Supplies	\$2,549
6	Contractual Services	\$41,471
7	Rent/Utilities	\$25,835
8	Department Specific Costs	\$0
9	Other Costs	\$67,400
10	Administrative Overhead	\$200,965
	Gross Expenditures (Lines 1 – 10)	\$1,747,750
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$1,747,750
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$1,747,750



**AMENDED APPENDIX B3 LINE ITEM BUDGET: PROJECT INDEPENDENCE****Nassau County Human Services  
Universal Budget Form****Contract #** \_\_\_\_\_**Contract Name:** Family and Children's Association**Program Name:** PI Nassau (1/1/17-12/31/17)**Budget Summary**

Line #	Expense type	Total \$
1a	Salary	\$159,673
1b	Fringe	\$35,128
1 Total	Personnel (Salary plus Fringe)	\$194,801
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$5,864
4	Equipment	\$6,298
5	Supplies	\$1,153
6	Contractual Services	\$9,048
7a	Rent	\$25,485
7b	Utilities	\$8,290
8	Department Specific Costs	\$0
9	Other Costs	\$6,831
10	Administrative Overhead	\$34,799
	Gross Expenditures (Lines 1 – 10)	\$292,568
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$292,568
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$292,568



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

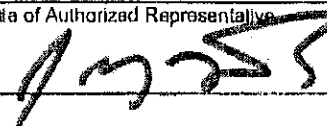
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jeffrey L. Reynolds - President/CEO

5/3/2016

Name and Title of Authorized Representative

Signature



Wdyyy

1/31/2017

Date

Family and Children's Association

Name of Organization

100 East Old Country Road, Mineola New York 11501

Address of Organization

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7474 Fax: 516-227-8432  
Web: <http://www.nassaucountyny.gov/>

## Contractor Evaluation Form

Contract Number: .....

Contract Name: FAMILY & CHILDREN'S ASSOCIATION (FCA)

Service Provided: PINS DIVERSION

Evaluation Period: From: January 1, 2016 To: October 31, 2016

Evaluator's Name, Title, Phone #: THERESA MCGUINNESS

Date: 10/20/16

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service				✓	
b. Timeliness of Service				✓	
c. Cost Effectiveness				✓	
d. Responsiveness to DSS Requests				✓	
e. Number of Complaints				✓	
f. Problem Resolution				✓	
Overall Performance Evaluation				✓	

Do you recommend the contractor for future contracts? Yes No

If rated 3 or lower & Yes checked, please explain below:

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## Definition of Quantitative Scale:

**1 = Unsatisfactory   2 = Poor   3 = Fair   4 = Good   5 = Excellent**

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

## Definition of Rating Factors:

*Quality of Service.* This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understand and embraces service and program goals?
- Is positive feedback received from customers served and DSS staff?

*Timeliness of Performance.* This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

### *Cost Effectiveness*

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

### *Responsiveness to DSS Requests*

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to DSS requests?
- Is the vendor positively responsive to DSS special requests?

### *Number of Complaints*

- Have a large number of complaints concerning service delivery been received from:
  - DSS staff?
  - Other Nassau County departments?
  - Customers served?

### *Problem Resolution.*

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to DSS?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?



### Family Solutions/Family and Children's Association

Family Solutions is the FCA program for PINS Diversion. In April of this year, Family Solutions stopped accepting cases for approximately 2 weeks as they had not received money from the County for various services rendered. During those weeks cases either went unassigned or were assigned to other Preventive Services as they warranted a swift response. FCA has limited DSS access to their staff and directing that only the DSS Supervisor can call over for information. This does not meet DSS needs and is in the process of being resolved between both agencies.

Approximately 2 months ago, DSS made a request that Family Solutions use the diligent efforts of a CPS investigator to begin a PINS petition against a youth in the custody of her elderly grandmother. The girl has mental health and serious behavioral issues putting her and her grandmother at risk. Given the tenuous nature of their relationship, DSS asked that Family Solutions reach out to the youth and grandmother to expedite the PINS petition process as part of the DSS contract. The petition did not get expedited and the diligent efforts of CPS were excluded from their paperwork. Family Solutions would not modify their documentation despite conversations explaining the necessity. As a result, DSS staff conducted a phone interview and made a home visit to their client in order that the Department was able to file an adequate PINS petition in Family Court.

DSS is in the process of addressing these issues with FCA with the hope of remedying them.

Theresa McGuinness  
Acting Director  
11/1/16





Jim

NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7474 Fax: 516-227-8432  
Web: <http://www.nassaucountyny.gov/>

## Contractor Evaluation Form

Contract Number: .....

Contract Name: FAMILY & CHILDREN'S ASSOCIATION (FCA)

Service Provided: INDEPENDENT LIVING

Evaluation Period: From: January 1, 2016 To: October 31, 2016

Evaluator's Name, Title, Phone #: MARIA LAURIA

Date: .....

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service				✓	
b. Timeliness of Service					✓
c. Cost Effectiveness				✓	
d. Responsiveness to DSS Requests					✓
e. Number of Complaints					✓
f. Problem Resolution					✓
Overall Performance Evaluation					✓

Do you recommend the contractor for future contracts? Yes No

If rated 3 or lower & Yes checked, please explain below:

---

---

---



## Definition of Quantitative Scale:

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- Does the vendor take prompt corrective action?





COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz  
Planning & Research  
Department of Social Services

Date: February , 2017

**Subject: Family and Children's Association (FCA) PINS Diversion & Project Ind. Services  
Renewal 2017**

Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated January 30, 2017, notifying him of the above fact. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. No objection letter has been received in response from Nassau Local 830 CSEA.

It is requested that the County proceed with the contract processing.

Att.  
10099  
132014







NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7474 Fax: 516-227-8432  
Web: <http://www.nassaucountyny.gov/>

January 30, 2017

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel  
Assistant to the President  
Nassau Local 830 CSEA  
400 County Seat Drive  
Mineola, New York 11501

Re. – Contract: Family and Children's Association  
PINS Diversion and Project Independence Services Renewal 2017

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

S/

Michael A. Kanowitz  
Quality Management, Research and Planning

cc: Keith Cromwell-Office of Labor Relations  
Jerry Laricchuita, President Local 830 CSEA  
Richard Dopkin, Vice President Local 830 CSEA  
ENCLOSURES  
13792  
131899



Contract ID#: CQSS12000089Department: Social Services

# E-84-12

SERVICE Combined Preventive Services

## Contract Details

NIFS ID #: CQSS12000089NIFS Entry Date: 02/28/12Term: from 01/01/12 to 12/31/12

New X Renewal	<input type="checkbox"/>
Amendment	<input type="checkbox"/>
Time Extension	<input type="checkbox"/>
Addl. Funds	<input type="checkbox"/>
Blanket Resolution	<input type="checkbox"/>
RES#	

1) Mandated Program:	Yes X	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No <input type="checkbox"/>
5) Insurance Required	Yes X	No <input type="checkbox"/>

## Agency Information

Vendor	
Name: <u>Family &amp; Children's Association</u>	Vendor ID# <u>113422018</u>
Address: <u>100 E. Old Country Rd</u> <u>Mineola, NY 11501</u>	Contact Person: <u>Phil Mickulas</u> Email: <u>pmickulas@familyandchildrens.org</u> Phone: <u>516 746-0350</u> Fax: <u>516 294-0198</u>

County Department
Department Contact: <u>Virginia Webb</u>
Address: <u>60 Charles Lindberg Blvd</u>
Phone: <u>516 227-7452</u>

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	<u>2/28/12</u>	<i>[Signature]</i>	
<u>3/2</u>	OMB	NIFS Approval <input type="checkbox"/>	<u>3/2</u>	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>3/2/12</u>	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	<u>3/2/12</u>	<i>[Signature]</i>	
	County Attorney	CA Approval as to form <input type="checkbox"/>	<u>3/2/12</u>	<i>[Signature]</i>	
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	<u>3/15/12</u>	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	County Attorney	NIFS Approval <input type="checkbox"/>	<u>3/15/12</u>	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	<u>3/15/12</u>	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	<u>3/15/12</u>	<i>[Signature]</i>	



Contract ID#: COSS12000089



Department: Social Services

## Contract Summary

Description: Combined Preventive Services(PINS, Preventive &amp; Independent Living)

Purpose: Appendix A1 - We are mandated to provide preventive services for children. Contract shall manage the PINS Diversion Program (PDP) to divert cases from becoming PINS cases, requiring court intervention.

Appendix A2 - Contractor will provide mandated case planning and intensive Preventive Services referred by the Department to prevent foster care placement or assist in early discharge from care.

Appendix A3 - We are mandated to provide these services. Contractor will provide a program for children in foster care with Independent Living Skills as required by New York State Office of Children & Family Services Utilization Review Regulations.

Method of Procurement: Human Services contract with a not for profit agency. Contractor received a satisfactory evaluation. (DSS plans to issue a RFP for these services in 2012)

Procurement History: We have been using this vendor for many years.

Description of General Provisions: Appendix A1 - The Contractor shall provide an on-going, strength based, family-centered assessment of all children & families referred to the PDP to determine their needs & present problems. The PDP social workers shall provide intensive, in-home intervention, conflict resolution, and family mediation, short term voluntary respite, and referrals to county and community based agencies for such services, including but not limited to intensive case management for the child, supportive case management for those parent, that would qualify, and mental health counseling. They will work to insure that the families are connected to services in the community to achieve the goals of the program.

Appendix A2- The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. They will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination

Appendix A3- The contractor will provide a comprehensive training program to ensure the development of independent living skills in children, who are either in foster care or are discharged from foster care, up to the age of twenty-one. This will include educational & vocational services, housing services, basic facts on money management, nutritional hints, community based services and support groups.

Impact on Funding / Price Analysis:

Line 1	Federal 30%	State 45%	County 25%
Line 2	Federal 30%	State 35%	County 35%
Line 3	Federal 80%	State 10%	County 10%

Change in Contract from Prior Procurement: No Change

Recommendation: (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT744/ TT702
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract	\$
County	\$809,305.65
Federal	\$1,021,646.70
State	\$ 1,109,846.65
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$2,940,799.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	SSGEN7600/TT714	\$1,502,705.00
2	SSGEN7600/TT714	\$1,159,280.00
3	SSGEN7600/TT702	\$278,814.00
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$2,940,799.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By:

Date:

<b>NIFS Certification</b> I certify that this document was accepted into NIFS.		<b>Comptroller Certification</b> I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		<b>County Executive Approval</b> Name: <i>[Signature]</i> Date: <i>3/15/12</i>	
Name	<i>[Signature]</i>	Name	<i>[Signature]</i>	E #: (For Office Use Only)	
Date	<i>4/10/12</i>	Date	<i>4/6/12</i>		





E-84-12

RULES RESOLUTION NO. 82 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE  
DEPARTMENT OF SOCIAL SERVICES, AND FAMILY &  
CHILDREN'S ASSOCIATION

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 3-26-12  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement  
with Family & Children's Association that will provide combined  
preventative services, a copy of which is on file with the Clerk of the  
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with Family & Children's Association.



RULES RESOLUTION NO. – 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE  
DEPARTMENT OF SOCIAL SERVICES, AND FAMILY &  
CHILDREN'S ASSOCIATION

WHEREAS, the County has negotiated a personal services agreement  
with Family & Children's Association that will provide combined  
preventative services, a copy of which is on file with the Clerk of the  
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with Family & Children's Association.



George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES  
CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions  
and amendments.*

CONTRACTOR NAME Family & Children's Association .

CONTRACTOR ADDRESS 100 E. Old Country Rd. Mineola, NY 11501

FEDERAL TAX ID 113422018

---

**Instructions:** Please check the appropriate box ("☑") after one of the following  
roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement  
for sealed bids. The contract was awarded after a request for sealed bids was published  
in \_\_\_\_\_ [newspaper] on \_\_\_\_\_  
[date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids  
were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date].  
Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement,  
posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were  
due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted  
of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were  
scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.



**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract **OR** RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.





VI. ☒ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

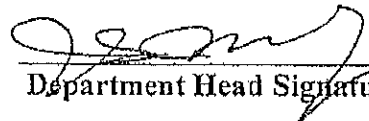
*( See Contract Summary )*

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

*In addition, if this is a contract with an individual or with an entity that has only one or two employees:*

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

2-28-12  
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers. /Prof. Services Contracts: Rev. 02/04





**Philip Mickulas, President & CEO**

100 East Old Country Road, Mineola, New York 11501

Phone (516) 746-0350 • Fax: (516) 294-0198

Email: [pmickulas@familyandchildrens.org](mailto:pmickulas@familyandchildrens.org)

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February 15, 2012

Virginia Webb, Legal Department  
Nassau County Department of Social Services  
60 Charles Lindbergh Blvd, Suite 160  
Uniondale, NY 11558

Dear Ms. Webb

Please be advised that to the best of our knowledge, there are no contracts or conflicts of interest existing between Officers and Board of Directors of Family and Children's Association and Nassau County.

Sincerely,

A handwritten signature in black ink, appearing to read "Philip Mickulas".

Philip Mickulas  
President & CEO



## Family and Children's Association

100 East Old Country Road

Mineola, NY 11501

TEL: (516) 746-0350

FAX: (516) 294-0198

### BOARD OF TRUSTEES

(24)

2/17/12

#### OFFICERS:

**Chairman:** Drew Crowley

**Immediate Past Chair:** Patricia Pryor Bonica

**Vice Chairman:** H. Richard Grafer

**Treasurer:** Robert Schwerdel

**Secretary:** Judy Sanford Guise

#### President & CEO:

Philip M. Mickulas

115 Holly Avenue

Hempstead, NY 11550

h. 516-485-5161

c. 516-456-1189

#### Board Members

#### Home Address:

#### Business Address:

Abrams, Donald  
Retired Executive  
Spouse: Dena  
Term: 2011 - 2013  
Board Anniv: c.1982

2817 Lindenmere Drive  
Merrick, NY 11566  
(516)546-0706  
[dabrams1@optonline.net](mailto:dabrams1@optonline.net)

2370 Bellarosa Circle  
Royal Palm Beach, FL 33411

Bogan, Peter  
President  
Spouse: Lorraine  
  
Term: 2010 - 2012  
Board Anniv: 06/24/03

20 Channel Pond  
Southampton, NY 11968  
(631) 726-9320  
(516) 524-6363 (cell)  
[peterjbogan@aol.com](mailto:peterjbogan@aol.com)

KLM Corp.  
20 Channel Pond  
Southampton, NY 11968

Bonica, Patricia Pryor  
Owner/Business Executive  
Term: 2010 - 2012  
Board Anniv. c. 1991

7 Wenaquit Drive  
Bayville, NY 11709  
628-1354  
[Pats1578@aol.com](mailto:Pats1578@aol.com)

\*Pryor Associates  
147 Old Country Road  
Hicksville, NY 11801  
935-0100 FAX: 931-7842

Brown, Daniel E.  
President, TRS  
Spouse: Susan  
Term: 2010 - 2012  
Board Anniv: 12/07/99

45 Lake Road  
Manhasset, NY 11030  
869-8843  
Cell: 201-519-7300

\*TRS Associates, Inc.  
351 Plandome Road  
Manhasset, NY 11030  
869-0322 x301 FAX: 869-0323  
[trsrealestate@aol.com](mailto:trsrealestate@aol.com)

Chaplin, Christine  
Retired nurse  
Term: 2009 - 2011  
Board Anniv. 04/10/02

1 Willowbrook Lane  
Freeport, NY 11520  
378-8930  
[ccha185@optonline.net](mailto:ccha185@optonline.net)

Crowley, Drew S.  
Bank Executive  
Spouse: Jane  
Term: 2010 - 2012  
Board Anniv:

24 Laurel Cove Road  
Oyster Bay Cove, NY 11771

Capital One Bank  
Senior Vice President  
90 Park Avenue  
New York, NY 10016  
212-224-1201 FAX: 212-224-1201



**Board Members****Home Address****Business Address**

---

Lapsley, Hope  
Housewife  
Term: 2010 - 2012  
Board Anniv.

19 Wellington Road  
Locust Valley, NY 11560  
(516) 676-2093  
[Hopolap@yahoo.com](mailto:Hopolap@yahoo.com)

---

Lewis, Donna  
Attorney—  
Term: 2010-2012  
Board Anniv: 04/24/07

\*115 W. Roosevelt Avenue  
Roosevelt, New York 11575  
516-379-4392

Legal Aid Society  
Jamaica, NY  
718-286-2240  
[dmlewis@Legal-Aid.org](mailto:dmlewis@Legal-Aid.org)

---

Patellaro, Joseph  
Senior Vice President  
Spouse: Sandy Claghorn  
Term: 2010 - 2012  
Board Anniv. 12/03/02

440 E. 56<sup>th</sup> Street – Apt 7G  
New York, NY 10022-4172  
Cell: 917-386-5887

CITI Private Equity Services  
245 Fifth Avenue  
New York, NY 10016  
(212) 447-0909 FAX: (212) 447-7020  
[joseph.patellaro@citi.com](mailto:joseph.patellaro@citi.com)

---

Powers, Jr., Charles  
Securities Broker  
Spouse: Lou Rae  
Term: 2010 – 2012  
Board Anniv. c.1990

Eden Roc Drive  
Lattingtown, NY 11560  
759-0871

Shields & Co.  
230 Birch Hill Road  
Locust Valley, NY 11560  
[charles.powers@WellingtonShields.com](mailto:charles.powers@WellingtonShields.com)  
671-5100 FAX: 671-5355

---

Schwerdel, Robert G.  
Managing Director  
Spouse: Diane  
Term: 2010 - 2012  
Board Anniv: 4/24/07

58 Maple Hill Road  
Huntington, NY 11743  
cell: 662-6958

\*BNY Mellon Wealth Management  
1001 Franklin Avenue  
Garden City, New York 11530  
[robert.schwerdel@bnymellon.com](mailto:robert.schwerdel@bnymellon.com)  
294-2520 FAX: 294-1183

---

Scordio, Rosanne  
Spouse:  
Term: 2011 – 2013  
Board Anniv: 12/11/07

6 Harbor Castle Road  
Huntington Bay, NY 11743  
Cell: (917) 273-6324

---

Smalls, Delores V.  
Educator  
Term: 2011 - 2013  
Board Anniv. c. 1998

377 King Street  
Westbury, NY 11590  
334-2015

\*Nassau Community College  
Nassau Hall Room 19  
Garden City, NY 11530  
572 – 7141 FAX: 572-7820  
[delores.smalls@ncc.edu](mailto:delores.smalls@ncc.edu)

---

Strain, Charles M.  
Attorney  
Spouse: Denise  
Term: 2011 - 2013  
Board Annv. c.1986

151 Hampton Road  
Garden City, NY 11530

\*Farrell, Fritz  
1320 RexCorp Plaza  
Uniondale, NY 11556-1320  
227-0703 FAX: 227-0777  
[cstrain@farrellfritz.com](mailto:cstrain@farrellfritz.com)





COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Virginia Webb  
Legal Department  
Department of Social Services

Date: 3-1-12

Subject: *Furning + Children Association*

Pursuant to Section 32 (a) of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Ronald Gurrieri, Executive Vice President of Nassau Local 830 CSEA notifying him of the above fact.

As this Department allowed CSEA in excess of 10 working days in which to propose alternatives, and as CSEA had not responded in the allowable time frame, it is requested that the County proceed with the contract processing.

VW/em  
Att.  
10099





EDWARD P. MANGANO  
COUNTY EXECUTIVE



JOHN E. IMHOF, PhD  
COMMISSIONER

NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7474 Fax: 516-227-8432  
Web: <http://www.nassaucountyny.gov/>

February 15, 2012

Ron Gurrieri  
Executive Vice President  
Nassau Local 830 CSEA  
400 County Seat Drive  
Mineola, New York 11501

Re. – Contract: Family & Children's Association – Preventive Services to Children

Dear Mr. Gurrieri:

Pursuant to section 32 (a) of the Collective Bargaining Agreement, this letter is to advise you that the Department of Social Services is considering entering (or renewing) the contractual services with the above vendors.

If you wish to meet to discuss alternatives to this matter, please do not hesitate to contact me at (516) 227-7452.

Sincerely,

A handwritten signature in cursive script that reads "Virginia Webb".

Virginia Webb  
Legal Department

VW/em  
Att.  
cc: Daniel Schor  
Office of Labor Relations

13792



THIS AGREEMENT, dated as of \_\_\_\_\_, 2012 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Boulevard, Uniondale, New York 11553 (the "Department"), and (ii) Family & Children's Association a [New York State not-for-profit corporation], having its principal office at 100 E. Old Country Road, Mineola, N.Y. 11501 (the "Contractor").

WITNESSETH:

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, the services described in this Agreement; and

WHEREAS, the Department is required to by law and regulation to provide PINS diversion services, family planning and home management services pursuant to Section 34-a of the Social Services Law, and training programs to ensure the development of Independent Living Skills in foster children as well as children discharged from foster care, and the parties intend the Contractor to provide the PINS diversion services required; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall be from January 1, 2012 through December 31, 2012, subject to sooner termination as set forth in this Agreement, provided however, the County may renew this Agreement for four (4) additional one (1) year periods. All renewals, if any, shall be under the same terms and conditions as this Agreement.

2. Services. (a) The services to be provided by the Contractor under this Agreement (the "Services") shall include i) the management and operation of the Department's PINS Diversion Program ("PDP"), ii) service plan review and related services under the "Family Support" or "Homemaker" Program, along with the casework counseling and support services for families at risk (aka "Family Ties,") and iii) implementation of a comprehensive training program to ensure the development of independent living skills (ISL) in children who are either in foster care or discharged from foster care, up until age twenty-one (21) through Project Independence." These Services are more fully described in the Program Narrative and Scope of Services, which is attached hereto and incorporated herein by reference as Appendixes A1, A2, and A3, Respectively.

b) In the event of a conflict or ambiguity between any term of this Agreement, above the signature page, and any Exhibit or Appendix, the Agreement above the signature page, shall take precedence followed by Appendix A1, Appendix A2, and Appendix A3, : Program Narrative and Scope of Services, Appendix B1, B2, and B3 Line Item Budget.

c) In addition to the Scope of Work Appendices described above and annexed hereto, Contractor shall develop a plan for a community seminar highlighting the signs and symptoms of child abuse and domestic violence, to be approved by the County and Department and



implemented within six (6) months of execution of this Agreement. Contractor must conduct the community seminar at least annually throughout the duration of the term of this Agreement and agrees to provide the County and Department ten (10) day advance notice of the date of every seminar and shall provide to the Commissioner of the Nassau County Department of Social Services verification that such program has been completed.

3. Payment. (a) Consideration. (i) The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement shall not exceed Two Million Nine Hundred Forty Thousand Seven Hundred Ninety Nine and 00/100 Dollars (\$2,940,799.00) ("Maximum Amount") to be paid in accordance with the line item budget ("Budgets"), which is attached hereto and incorporated herein as Appendix B1, B2, and B3 and subject to an advance of funds ("Advance"), as hereinafter described

(ii) An Advance of One Hundred and Thirty-six Thousand Dollars (\$136,000.00) shall be payable upon execution of this Agreement by the County. The remainder of the Maximum Amount, thereafter, shall be paid monthly in arrears and on a reimbursement basis in accordance with this Agreement, respective budgets and subject to compliance with the provisions of this Section. Under no circumstances shall a claim be accepted if submitted on an accrual basis.

(iii) The Contractor shall deduct the Advance in equal installments from the claims submitted for payment during the last four (4) months of the term of this Agreement. If the amount of any said claims is less than the amount of the Advance to be deducted from said claim, the Contractor shall submit with its claim a check payable to the County for the difference between the claim and the amount of the Advance to be recovered from said claim

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears (except for the Advance), on a reimbursement basis and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the Services provided and the payment requested as consideration for such Services, (b) includes a statement certified by the Contractor's Executive Director (or substantially equivalent officer) that the Services rendered and the payment requested are in accordance with this Agreement, (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the Comptroller.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10<sup>th</sup>) of the month.

(d) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will





have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(e) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by the Contractor pursuant to this Agreement.

(f) Reconciliation and No Rollover of Funds. On or before the last day of the third (3<sup>rd</sup>) month following the end of each Agreement Year and the termination or expiration of this Agreement, the Contractor shall file with the Department, in duplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid to the County simultaneously with the filing of the reconciliation report. Funds for one Agreement Year shall not be applied to or utilized for a different Agreement Year.

(g) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

4. Independent Contractor. The Contractor is an independent Contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and governments or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the HIPAA Business Associate Addendum attached hereto as Exhibit "A", Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.



(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached hereto as Exhibit L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action, as it deems appropriate.

(d) Protection of Client Information. (i) Confidentiality of information regarding Agency clients is governed by Social Services Law Section 136 and 18 NYCRR 357. (i) The Contractor shall, and shall cause Contractor Agents to, safeguard the confidentiality of all school age and pre-school student records in accordance with the Family Educational Rights and Privacy Act of 1974, and the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated hereunder. The Contractor shall comply with Section 33.13 of the Mental Hygiene Law (governing confidentiality). (ii) The Contractor and its Contractor Agents shall comply with all applicable federal and State statutes and regulations relating to the maintenance and dissemination of confidential information including, but not limited to, sections 21, 111, 136, 168.7, 367-b, 369, 349-a(1), 372, 373-a, 409, 409-a, 412, 422, 422-a, 444, 459-g and 473-e of the Social Services Law; section 501-c of the Executive Law; Article 6, 18 and 27-F of the Public Health Law; 9 NYCRR sections 164.7 and 168.7; sections 22.05[b] and 33.13 of the Mental Hygiene Law; and 18 NYCRR sections 347.19, 357, 357.3, 357.4, 421.2, 423, 423.7, 431.7, 432, 432.7, 441.7, 452.10, 457.16, 462.9, 465.1 and 655.1; section 114 of the Domestic Relations Law; and the rules regarding the use of HIV/AIDS information at 18 NYCRR section 360-8.1 and 10 NYCRR section 63.

(e) The Contractor shall screen through the New York State Sex Offender Registry ("Registry") all employees, agents and other personnel who have direct contact with the Department's clients pursuant to this Agreement. The Contractor further agrees that no



employee listed in the Registry shall be employed under any County contract to provide services directly to Department clients

(f) Contractor specifically represents and warrants that, to the extent applicable to the Contractor, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required New York State approvals, authorization(s), certification(s), registration(s), license(s) and/or permit(s) required by the State, County or local authorities for the Services (collectively, the "License" or "Licenses"). In the event that the Contractor or such other holder of a License is no longer licensed for any one or more of the Services, the Contractor must immediately so notify the County.

(g) The Contractor shall require verification that any agent otherwise required by law, employee, or subcontractor have documentation of completion of a child abuse mandated reported training course.

(h) The provisions of this paragraph shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all licenses, certifications, and approvals ("Approvals") necessary or appropriate in connection with this Agreement.

(c) Contractor specifically represents and warrants that, in the case of an Contractor who is an individual, he/she has and shall possess, and that, to the extent applicable to the Contractor, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required New York State approvals, authorization(s), certification(s), registration(s), license(s) or permit(s) required by the State, County or local authorities for the Services (collectively, the "License" or "Licenses").

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default,



including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the Indemnified Parties..

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (iv) an automobile liability insurance policy, written by an insurance company authorized to do business in the State of New York, insuring the Contractor, the County and the Department with not less than one million dollars (\$1,000,000) against any claims of any and all persons for bodily injury and property damage arising out of the use of and operation of vehicles to transport eligible children and (v) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and which is acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement policies, certificates of insurance, and/or amendatory endorsements.





The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver. This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended or (c) waived without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment or other disposal without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Subcontracting.

(a) Notwithstanding the above provision, the Contractor shall not subcontract any portion of the work without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported subcontracting without such prior written consent shall be null and void.

(b) Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement. The Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the work contemplated by this Agreement, and even if the use of such partners or subcontractors has been approved by the County.

(c) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. The Contractor agrees to be as fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

(d) The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

(e) The Contractor shall comply with the insurance requirements as provided in the Insurance Section 9(b).

12. Termination. (a) Generally. This Agreement, or any of the services described herein, may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.



As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for Services.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement, the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting upon Termination. (i) Within thirty (30) days of the termination of this Agreement, the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (the "Comptroller"), the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.



14. Inventory. (a) Title to all equipment, supplied under this Agreement (the "Equipment") shall not be disposed of without the prior written approval of the County.

(b) The Contractor shall maintain and retain a complete and accurate inventory of the Equipment. The inventory shall be available for audit and inspection by the Comptroller, or any other governmental authority with jurisdiction over the disposition or use of the Equipment, at any time in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall submit to the Department and the Comptroller a final Inventory. The Contractor shall also submit to the County disposition instructions within thirty (30) days of termination. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall continue to follow the disposition instructions provided by the County.

(d) The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lay or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents sent or delivered to the Applicable DCE under this Section to each of (i) the Department and (ii) the County Attorney, at the address specified above for the County, on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any

grounds, in  
under, or  
without  
survive

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including venue and forum non conveniens. This Agreement is intended as a contract and shall be governed and construed in accordance with, the Laws of New York State, regard to the conflict of laws provisions thereof. The provisions of this Section shall be the termination of this Agreement.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d) (i) if to the Department, (ii) if to an Applicable DCE, to the attention of the address specified above for the County, (iii) if to the Comptroller, to the attention of the Applicable DCE at the address specified above for the County, (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement, or any of the services described herein, shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).





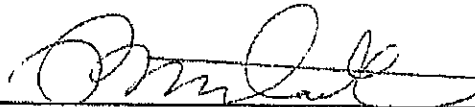
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.




IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement and agree to be bound by its terms as of the first date written above.

FAMILY AND CHILDRENS ASSOCIATION

By:   
Name: Philip Mickirlas  
Title: President & CEO  
Date: 2/16/2012

NASSAU COUNTY

By:   
Name: Richard E. Walker  
Title: County Executive  
chief Deputy

Date: 5/23/12

PLEASE EXECUTE IN BLUE INK

101231



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 16th day of February in the year 201<sup>2</sup> before me personally came Philip M. Wickulas to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President & CEO of Family and Children's Association the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Mary A. Chiz

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH8163688  
Qualified in Nassau County  
Commission Expires April 2, 201<sup>5</sup>

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 23 day of May in the year 201<sup>2</sup> before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE6259026  
Qualified in Nassau County  
Commission Expires April 02, 201<sup>6</sup>



**APPENDIX A1**  
**JUVENILE JUSTICE PINS DIVERSION PROGRAM**  
**PROGRAM NARRATIVE and SCOPE OF SERVICES**

The PINS Diversion Program (PDP) is an integration of what was formerly a two pronged system involving intake at the Nassau County Probation Intake Department (Phase I) and contracted services (Phase II). These two components were known, in plainer language, as the Nassau County PINS Diversion program. Beginning in 2008, the PINS Diversion program was consolidated to be lead by one agency, Family and Children's Association and is serviced through a collaborative partnership developed by this contractor, with Nassau County Department of Social Services maintaining case management. This comprehensive program is known as the Family Solutions PINS Diversion program.

The Services provided by the PDP evolved with the passing of the mandatory PINS diversion laws in April, 2005. The PDP is responsible for Case Planning to serve the families of children up to the age of 18-years-old that display ungovernable behavior. Parents of such children, seeking intervention from the Nassau County Family Court for the purpose of filing a PINS petition pursuant to Article Seven of the Family Court Act, are diverted to the lead agency, Nassau County Department of Social Services. A referral is made by the lead agency representative to the Contractor for PINS Diversion services.

Case Planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of services needed by the child and family to prevent disruption of the family.

Families applying for PINS Diversion services have issues including, but not limited to school truancy, gang involvement, self-mutilation, youth running away from home, mental health needs, and substance abuse issues. These families in crisis will be assigned a Family Specialist within twenty-four (24) hours of receipt of a referral. The Contractor shall ensure that a minimum of six (6) casework contacts will be made in the initial month of application and a minimum of three (3) casework contacts will be made in subsequent months. There must be at least twelve (12) contacts with a child and / or family within the first three (3) month service period. Because this is a minimum requirement, there are no exceptions to the twelve (12) contact minimum.

Caseworker Contact is defined as individual or group face-to-face sessions between case planner and the child and / or family for the purpose of developing and / or attaining goals developed in the plan of action. In addition, telephone contact with substantial relevance to the plan development can qualify as casework contact for no more than one-third (1/3) of all contacts. Caseworker contact shall not include casual visits or observation of the child and family. Caseworker contact is intended to be part of the working session with a purpose directly related to the services needed.

The PDP is designed to divert cases from becoming PINS petition cases, which require court intervention. Intervention goals shall include preventing placement, teaching problem solving skills to the family, linking the family to a community-based system of care, and developing a crisis plan. The PDP program will use family identified strengths and elicit the participation of all interested parties in the development of a comprehensive plan of action. Family and Children's Association, the Contractor, shall be responsible for ensuring that all families receive immediate and appropriate attention. The Contractor shall enter into written





agreements with partners for the delivery of Services and shall be solely responsible for the quality and efficacy of program delivery.

The Contractor shall implement the Family Solutions PINS Diversion model in furtherance of the PDP goals to divert cases from becoming PINS petition cases, requiring court intervention. Intervention goals shall include preventing placement, teaching problem solving skills to the family, linking the family to a community-based system of care, and developing a crisis plan.

The Contractor shall provide PINS diversion services to all children and families referred to the lead agency, Nassau County Department of Social Services.

The Contractor shall provide an intensive, short term, strength based, family-centered assessment of all children and families referred to the PDP to determine their needs and presenting problems. This service will be provided in lieu of filing a PINS petition complaint.

The Contractor shall assign a Family Solutions Specialist (BSW or MSW Social Worker or related field) ("Specialist") to assess the family's situation within twenty-four (24) hours of receiving a referral. A Family Solutions Conference will be arranged to encourage unanimous and mutually beneficial solutions through the active participation of all parties. In addition, the Contractor shall provide mediation services and education regarding the program while assisting families in accessing a full array of services as appropriate. The Contractor shall select the least restrictive intervention necessary to prevent the filing of a PINS petition and to reduce the need for out-of-home placements.

The Specialists shall each carry a caseload of fifteen to twenty-five (15-25) families each month and visit those families at their homes, schools and other systems, as needed, for individual and family interventions while at the same time planning for longer term services. The Contractor shall carry a maximum of (200) cases during each month. The frequency of contact shall be determined based on the intensity of need. At least six (6) contacts shall be made in the initial month and three (3) contacts per month (in subsequent months) to each family referred to the program. Each Specialist shall assess the family's intensity of need and the appropriate frequency of contact. Each Specialist shall develop a service delivery plan tailored to the presenting problems of the entire family. After assessment, each Specialist shall take all reasonable steps to establish a good rapport and trust to engage all family members in the plan development. The Contractor shall ensure that crisis-intervention is available twenty-four (24) hours each day, seven (7) days each week.

The Contractor shall provide intensive, in-home intervention, conflict resolution, and family mediation, short term voluntary respite, and referrals to county and community based agencies for such services, including but not limited to intensive case management for the child, supportive case management for parents, and mental health counseling. Respite services are covered by amount indicated in the budget. In addition, the Contractor shall facilitate expedited linkages to available resources including mediation services, and evaluations when deemed appropriate and necessary.

The Contractor shall ensure that the families are referred to services in the community to achieve the goals of the service delivery plan, including but not limited to mental health clinics, home based services, educational programs and alcohol and substance abuse counseling. Expedited psychiatric evaluations shall be provided when needed. The



Contractor shall address the immediate needs of at-risk children and their families with special attention paid to situations in which a child is being considered for an out-of-home placement.

The Contractor shall draft petitions and any legal documentation as required and submit them to the Department for filing with the court. *The Court Coordinator will facilitate all communications and paperwork between the Court, the Contractor and the Department.* Once a petition is filed, the Contractor shall ensure that staff is available to the Department and the court, if necessary. Specialists shall be available to provide testimony to the court. The Specialist will provide the court with updated reports and testimony when needed. Where the court orders an exploration of placement, the Contractor shall be responsible for finding appropriate placement based on the presenting issues of the family, the needs of the child and the directions of the court.

The Contractor shall assign a minimum of one (1) bilingual Family Specialists to the PDP. In addition, the Contractor shall provide language translation or interpretation services, if needed by the children and families referred to the PDP. The Contractor shall provide Services from one primary location. The Contractor's primary location shall be located at 100 East Old Country Road in Mineola, New York 11501. In addition and where appropriate, the Contractor shall meet with clients in one of their other twenty-five (25) catchment areas listed in the Contractor's proposal.

In addition to Specialists, the Contractor shall also provide Parenting Classes and mediation / legal guidance.

The Contractor's Family Mediation Project shall be available to all families seeking PINS services and who have been referred by the Department. These mediation services shall be provided at the onset of the referral in an effort to avoid the need for more intensive PINS diversion services. Notwithstanding the foregoing, the Family Mediation Project shall be available to all families throughout the PINS diversion process and used as a core preventive component of the program.

The Contractor shall provide additional services including, without limitation, transportation provisions, childcare for younger siblings, and emergency funds for emergencies such as impending evictions. These additional services shall be approved in writing by the Department and will be made available for situations, which, if left unattended, could impede the family's progress.

### **Staffing**

The PDP shall consist of two (2) Family Solutions teams. Each team shall consist of one (1) supervisor, five (5) Family Specialists, and support staff. The teams shall be located at the Contractor's primary location.

### **CIVIL AND CRIMINAL PROCEEDINGS / ADMINISTRATIVE HEARINGS / CASE ENFORCEMENT**

The Contractor shall be solely responsible for drafting all PINS petitions, including warrants and all pre-adjudication reports, as needed, for submission to the courts by the Department. The Contractor shall have its Specialists available to provide records, testimony, evidence or assistance to the Department at administrative hearings, trials or proceedings, at the request of the Family Court or on subpoena from a court. Requests to produce records, testify or assist the Department includes but is not limited to subpoenas, discovery,



examinations before trial, status or settlement conferences, witness preparation, case preparation and review and any other activities related to the enforcement of the case and any appeals related thereto. The Contractor shall supply the Department with a copy of the records sought or the testimony sought prior to providing the evidence or complying with the subpoena or discovery, to permit the Department an opportunity to review. On a request of the Family Court to testify, to provide evidence or to assist on subpoena from a court, the Contractor ensure that the appropriate Specialist is available to supply the testimony, evidence or assistance with respect to any Services provided during the term of this Agreement. The Contractor shall be required to do so at any time during the term of the Agreement and after it has expired or terminated. This clause shall survive the completion or termination of this Agreement.

The Contractor shall provide the Department with updated reports for the courts. The Contractor shall testify for the clients in the courtroom, at the direction or order of the Family Court or on subpoena from a court.

#### **REPORTING REQUIREMENTS AND PERFORMANCE STANDARDS**

The Contractor shall document all Services provided under this Agreement and shall comply with all Nassau County and New York State laws, rules, regulations and standards. The Contractor shall utilize the Connections information management system. The Contractor is responsible for ensuring all staff is compliant with the standards set by this system. Further to the foregoing, the Contractor shall designate an in-house Connections support person, who will be given training and support by Nassau County staff, as needed.

In addition to the collection and reporting of all relevant information for individual cases in compliance with the Connections system, the Contractor shall also collect data required to accurately assess service efficacy. Collected data will include the number of families referred to the program, number of families accepting services, disposition of families refusing services, basic demographics of families served, what services accessed / utilized, outcomes of efforts, recidivism rates, duration of services and outcomes. Also included will be information collected from client satisfaction surveys and focus groups held by the Contractor.

The Contractor's program Director shall prepare an administrative report and submit it to the Department on a quarterly basis. This administrative report shall indicate changes that have occurred in cases active at the end of the previous month either in the number of children or classification of the case. Also included will be total figures on the population served during each month, program capacity, and utilization for the month. The Contractor shall further comply with any additional reporting requirements that the Department deems necessary to monitor and insure compliance with this Agreement.

The Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management and the Director of Preventive Services a monthly report in a format approved by the Department enumerating the following:

- i) total number of case referrals received during the month, each case shall be identified by case name and file number, date of referral, date of assessment and date of completion;
- ii) total number of PINs petitions and youth placed in foster care;



- iii) total number of families remaining intact;
- iv) total number out of home placements;
- v) total number of families receiving mediation services;
- vi) total number of families who received training in parenting skills;
- vii) total number of families seen by a Specialist who had a family visit by the Specialist within one week of initial referral; and
- viii) other statistical information requested by the Department which is relevant to the program's status and success.

The Contractor agrees that in addition to statistical reporting, the Department may utilize any standard monitoring, auditing, assessment, and evaluation procedures currently in use or instituted by the Department during the term of this Agreement to ensure compliance with this Agreement.

The Contractor shall comply with the following performance standards:

- a. Eighty percent (80%) of families receiving preventive services will remain intact.
- b. Eighty percent (80%) of youth will improve their situation/behavior enough to avoid out of home (PINs) placement while in the preventive program.
- c. Eighty percent (80%) of families assessed to have deficits in parenting skills will show an improvement in parenting skills while in the program.
- d. Ninety percent (90%) of families will have an initial face-to-face meeting with the Specialist within 24 hours of referral from the Department
- e. Ninety percent (90%) of families will have a family visit by the Specialist within one week of referral from the Department.
- f. Eighty percent (80%) of family's serviced by the Contractor for crisis intervention will indicate that the services provided by the Contractor were helpful.
- g. Eighty percent (80%) of families serviced by the Contractor will indicate positive changes in the family situation





## APPENDIX A2 FAMILY TIES/HOMEMAKER

(A) The Parties acknowledge that the current consolidated contract combines the Family Ties and Homemaker programs into one Scope of Work, which had originally been performed under two separate contracts with two separate scopes of work. County agrees to retain the services of Contractor to provide case planning services coordinating casework, counseling, and support services for families at risk for up to One Hundred Sixty Five (165) of the Department's preventive services cases. Of the 165 cases, those classified by the Department as requiring "enhanced services" shall be counted as two (2) cases. The County agrees to retain the services of the Contractor to perform services related to the support of families in need which :

- (i) Provides specialized Family Support Services to cases referred to it by the Department, and to provide a sufficient number of specialized Family Support Workers to serve the cases referred to it by the Department.
- (ii) Provides training for the Family Support Workers.

(B) Definitions: Whenever the following terms are used in this Agreement and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted.

(i) Preventive Services shall mean those supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of averting a disruption of a family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services when provided for the above-stated purpose and in conformity with this Part, are considered preventive services:

a) Mandated Preventive Services shall mean preventive services provided to a child and his family whom the Department is required to serve pursuant to 18 NYCRR Section 430.9

(ii) Case Management is defined as the responsibility of the Department to authorize the provision of preventive services, to approve the client eligibility determination according to the criteria of 18 NYCRR Section 423.3, and to approve in writing, the service plans as defined in 18 NYCRR part 428.

(iii) Case Planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his family to prevent disruption of the family, or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Sections 430.8 through 430.13 that such services are provided and providing casework contacts as defined in Section 2(D) of this agreement. Case planner shall mean the caseworker assigned case planning responsibility.



(iv) Casework Contacts are defined as:

- (a) individual or group face-to-face counseling sessions between the case planner and the child and/or the child's parents or guardians in receipt of preventive services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental, or economic nature;
- (b) individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and family's service plan.

In addition, casework contact is not defined as merely a casual visit with or an observation of a child or family. A casework contact is intended to be part of a working session with a purpose related to the service needs of the child and his or her family. Casework contacts should occur whenever the case planner judges they will best serve the child or family. Efforts to make casework contacts must be diligent and in good faith. Casework contacts must be documented in progress notes and summarized in the appropriate required forms of the uniform case record. The location and reason for the contact along with the outcome of the contact must be fully described. Proper documentation is required to substantiate failed contacts. Diligent effort properly documented will be counted toward the requirement for compliance.

There must be at least twelve (12) casework contacts with a child and/or family within each six month service period. Because this is a minimum requirement, there are no exceptions to the total of twelve (12) casework contacts in six months. The basic purpose of the casework contacts requirement is to insure that the case planner has ample opportunity to make an adequate assessment of factors that led to the provision of preventive services.

Other contacts may be necessary to meet the goals of the service plan. The expectation is that the minimum will usually be exceeded. At least six of the 12 casework contacts must be made by the case planner, consisting of individual face-to-face meetings with the child and/or the child's family, in the client's home. No more than two of the remaining six month period may be made by supportive service providers.

In certain cases, the Department may request a more intensive intervention in crisis situations that can involve a minimum of four casework contacts per month, or 24 casework contacts within each six month service period, as well as enhanced services to the client.

(v) Clinical Services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who is a Licensed Certified Social Worker, a licensed psychologist, a licensed psychiatrist, or other licensed therapist in human services. Such service shall be separate and distinct from casework contacts as defined in Section 2(D) of this Agreement.

(vi) Day Care Services as defined in the Consolidated Services Plan of the New York State Office of Children & Family Services prepared pursuant to Section 34-a of the Social Services Law.



(vii) Emergency Cash or Goods is defined as money or the equivalent thereto, food, clothing, or other essential items that are provided to a child and his family in an emergency or acute problem situation in order to avert foster care placement.

(viii) Emergency Shelter is defined as providing or arranging for shelter where a child and his family who are in an emergency, or acute problem situation, reside in a site other than their own home in order to avert foster care placement.

(ix) Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his parents, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Section 430.9(c)(6). Family may also include a child who does not live with his parents and needs services to prevent return to foster care.

(x) Family Planning Services as defined in the Consolidated Services Plan of the New York Office of Children & Family Services prepared pursuant to Section 34-a of the Social Service Law.

(xi) Home Management Services as defined in the Consolidated Services Plan of the New York Office of Children & Family Services prepared pursuant to Section 34-a of the Social Services Law.

(xii) Homemaker Services as defined in the Consolidated Services Plan of the New York State Office of Children & Family Services prepared pursuant to Section 34-a of the Social Services Law.

(xiii) Housekeeper/Chore Services as defined in the Consolidated Services Plan of the New York State Office of Children & Family Services prepared pursuant to Section 34-a of the Social Services Law.

(xiv) Specialized Homemaker Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and family/parent role performance. Techniques may include, but not be limited to, role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

(xv) Parent Training is defined as group instruction in parent skills development and developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent/child relationships in order to avert a disruption in family or help a child in foster care return home sooner than otherwise possible. Parent training may include child-parent interaction groups formed to enhance relationship and communication skills.

(xvi) Transportation Services is defined as providing or arranging for transportation of the child and/or family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as preventive service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's family.

(C) Duties: Contractor's duties hereunder shall include, but not limited to the following: To provide case planning services for up to One Hundred Sixty Five (165) cases including: those



cases classified by the DEPARTMENT as requiring "enhanced services" which shall be counted as two (2) cases, pursuant to and in accordance with the New York Social Services Law Section 409-a(2), 18 NYCRR Section 430.9 and 18 NYCRR 423.4(c), which meet Utilization Review Eligibility requirements, which are referred to the Contractor by the Department. Said case planning function shall included, but not be limited to, the following services:

- (1) Family assessment
- (2) Development of an appropriate case plan
- (3) Psychological counseling
- (4) Networking with other providers to offer clients educational counseling; vocational training; employment counseling; medical care and treatment; speech therapy or legal services
- (5) Inter-Contractor coordination where joint planning occurs
- (5) Evaluating outcome of service provisions
- (7) Documentation of service
- (8) Provision of required casework contacts and outreach when indicated
- (9) The required core services of Day Care, Homemaker, Specialized Homemaking Services, and twenty-four hour Emergency Services currently available from Nassau County Department of Social Services will be utilized and will be coordinated by the case planner.
- (10) Clinical Services will be on a referral basis to the local mental health clinics and/or Contractor's own mental health clinic. One day of clinical consultation may be made available to the program staff for review and planning on identified cases.
- (11) Transportation Services will include providing, or arranging for transportation of the child and/or family to and from services planned as part of the family's service plan. Transportation will not be provided for visitation of children in foster home or residential care since moneys are allowed for this in those respective budgets. The Contractor shall provide the Department, in such form and manner as prescribed by the Department, documentation of the expenditures of Contractor for transportation expenses.
- (12) The Contractor will review and discuss the service plan with the Department. Any changes in the plan or significant deviation there from shall be submitted in a revised plan to the Department prior to the proposed implementation of the change. The Contractor shall implement the change upon the receipt of oral approval from the Department which shall be confirmed in writing by Department within twenty-four (24) hours. The Department shall retain case management responsibility. The Department's case management responsibility shall extend to the making of the final decisions on the case service plan and the Contractor further agrees to abide by the Department's final decision of the case service plan.
- (13) Contractor shall receive and accept every referral by the Department to the Contractor. All referrals will be reviewed by the Supervisor of Casework Services and assigned to a worker with availability on his or her caseload. Within three working days after a referral has been received by the Contractor, the Contractor shall conduct a face-to-face interview. The parties hereto agree that the three day period within which the Contractor shall conduct the face-to face interview may be extended by mutual consent of both the Contractor and the Department.
- (14) The Contractor agrees to provide the staffing specified in Section 1 of this Agreement unless changed with Department approval.
- (15) The Contractor agrees to provide the following supervisory functions for the program:





(a) Program Caseworkers and Case Aides will receive 1-1/2 hours of individual supervision on a weekly basis. Each Supervisor will be responsible for supervision of five workers each. Supervisory conferences address themselves to such issues as: worker's performance, client assessment, review of service goals, and administrative topics.

(b) As part of the supervisory process, the Supervisor is primarily responsible for case decision making, and case review. When a particular case situation warrants such, the Project Director provides necessary case decision making.

(c) The Supervisor maintains an ongoing record of individual supervisory sessions according to cases. These supervisory log notes are dated and signed by the Supervisor and contain information specific to the case situations as discussed during a particular conference. An entry normally contains a statement of case status, plans, and needed follow-up.

(d) UCR review is another Supervisor responsibility. Through the use of an alert sheet issued monthly to workers, notice is given to them of the various written tasks that need to be completed within one month. While the alert sheet is essentially a method of advising staff of paperwork responsibilities, it also serves as a means of monitoring and planning for the timely completion of written assignments.

(e) Case recertifications which will interface with the six month UCR submission will be reviewed in greater depth and this plan must be approved by the Project Director as well as the Casework Supervisor.

(f) Referrals of clients to CORE or other support services will be done by the Individual Case Planner through telephone contact. Case Worker Supervisor will relate directly to the Department's Case Manager.

(g) All staff shall be formally evaluated upon the completion of his/her initial probationary period (i.e., the first six months of employment for all Social Services staff) and thereafter at yearly intervals. Professional staff evaluation will also be completed at the point of job reclassification and termination. The Contractor's Professional Staff Evaluation form includes an assessment by the immediate Supervisor of the staff member on the following criteria: general performance (efficiency and attitude); professional growth (communication, use of supervision and potential); factors specific to professional services (ability to translate theory into practice) and, where appropriate, supervision of administrative skills and community organization.

(h) Outreach services can include, but shall not be limited to:

(i) outreach to a client by telephone, mail, or visit when the client is not responding.

(ii) outreach on a community basis to schools, church groups and other service providers for the purpose of:

(a) community awareness of our program

(b) service to other community systems

(c) to enhance and develop our own resource pool



(16) The outreach program will also address family needs by providing social, educational, and recreational experiences for the families and children in the program and can include, but is not limited to:

- (a) teen rap groups
- (b) bus trips
- (c) holiday parties
- (d) These activities can be planned and coordinated by the Contractor utilizing the assistance of the clients in the program.

(17) The Contractor shall have the responsibility of training the program staff. The Program will be conducted on two levels:

- (a) participation in Contractor-ongoing Staff Development Program
- (b) on-site training in topics specifically geared to preventive services.
- (c) Staff shall be required to attend Contractor-wide programs in topics that can include:
  - (i) Orientation
  - (ii) Recording Procedures
  - (iii) Child Abuse and Neglect
  - (iv) Sex Education
  - (v) Legal Procedures
  - (vi) Adolescent Behavior
  - (vii) Permanency Planning
  - (viii) First Aid
  - (ix) Time Management and related skills
  - (x) Behavior Management

(18) On-site training can include:

- (a) Interviewing Techniques
- (b) Preventive Service Regulations
- (c) Crisis Intervention
- (d) Hispanic and Black Family Life Styles
- (e) Public Assistance entitlements
- (f) Psycho-social Assessments
- (g) Psychopathology
- (h) Systems approach to service delivery

(19) Training can be offered by both Contractor staff and guest presenters.

(20) The Staff Development component of the program will be an in-kind donation of Contractor.

(21) The Contractor's Department of Information Management will serve the Preventive Services Program by providing a monthly tickler of upcoming due dates for specific reports.

(22) Each Case Planner will submit to the Supervisor a summary of contacts and services for each month.



(23) Any non-compliance will be reported monthly by Supervisors to the Project Director.

(24) A monthly administrative report will be prepared by the Contractor and submitted to the Department. This report will indicate changes that have occurred in cases active at the end of the previous month either in the number of children or classification of the case. Also included will be total figures on the population served during the month, program capacity, and utilization for the month, as well as information on referrals rejected. This report will be submitted to Contractor's central office as well as to the Case Management Unit of Department.

(25) The provision of Family Support Services, as needed, to assigned families including, but not limited to:

- (a) Provide screening and assessment to determine level of family support;
- (b) Instruction and/or assistance in child care;
- (c) Instruction and/or assistance in care of home (cleaning);
- (d) Instruction and/or assistance in shopping and preparation of food;
- (e) Instruction of parent(s) in home management and child rearing techniques necessary to prevent foster placement;
- (f) Instruction of parent(s) in basic social skills.
- (g) Attendance at Service Plan Review Conferences as necessary.

(26) Regular consultation with the Department's Case Manager and/or Coordinator regarding the special needs of the family and specific objectives for services as required by the Department including written and/or verbal reports as requested by the Case Manager and/or Coordinator, and Attendance at training as required.

(a) The Contractor's preventive services duties under this Agreement shall include, but shall not be limited to, the following:

- (i) To marshal and coordinate those services and sources necessary to strengthen designated families at risk to either prevent foster care placement or to hasten the return home of youngsters already in foster care placement;
- (ii) To act as Liaison with designated Department staff for project.
- (iii) To prepare required reports.
- (iv) To monitor the project by conducting on-site visits; examining case records to review the services offered and delivered to various clients; cooperating with the evaluation team and participating in the development of appropriate evaluation instruments for the project to assure contract compliance during the term of the Agreement; to advise the Department during the term of the Agreement; and to advise the Department of any failures to comply as they occur.

(27) Recruitment of the Contractor staff will be the responsibility of the Contractor. The Department reserves the right to verify that the staff specified in the Line-Item Budget attached hereto meets with the Department's qualifications.

(28) The Contractor shall make every possible effort to recruit Family Support Workers who are willing to work flexible hours and/or provide twenty-four hour coverage in emergency situations. The availability of twenty-four (24) hour coverage shall be maintained for at least two (2) cases at any given time. This may be accomplished by



the provision of one (1) Family Support Worker for one twenty-four (24) hour period or a combination of either two (2) or three (3) Family Support Workers working flexible hours. In no event shall more than three (3) Family Support Workers divide coverage of any given twenty-four (24) hour period.

(29) The Department shall provide a Coordinator in connection with this Agreement and the Contractor shall designate a representative as the Contractor's Liaison to the Department's Coordinator. The Department reserves the right to request a change of Family Support Workers, a/k/a Specialized Homemakers, upon a showing of unsatisfactory performance pursuant to this Agreement or through any other reasonable method.

(30) All requests for Family Support Workers service shall be made by the Department's Coordinator to the Contractor's Liaison. The Department's Coordinator shall work with the Contractor's Liaison who shall be responsible for assigning the Family Support Workers and informing the Department's Coordinator and/or Case Manager of the assignment. The Department's Case Manager shall provide a written plan for each client family.

(31) The Contractor agrees to submit to the Department such reports as may be required by the Department.

(32) The Contractor agrees to maintain a case record system in the format deemed by the Department to be in accordance with the provisions of the Child Welfare Reform Act of 1979, or as same may from time to time be amended.

(33) The Contractor agrees that the Department may utilize any standard monitoring, auditing, assessment, and evaluation procedures currently in use or instituted by the Department during the term of this Agreement to insure that the terms, covenants, and conditions of this Agreement are being carried out. Monitoring shall include, but not limited to, the following:

(34) On-site visits by designated Department staff.

(35) Examination of case records to review the services offered and delivered to various clients.

(36) Cooperation with the evaluation team.

#### (D) Staffing

(1) The Contractor agrees to provide the Staffing specified herein unless changed with the Department's approval. The Following Job titles will perform services under this agreement and will present with qualifications, credentials and job function as described below:

(a) Director (Family Ties/Homemakers): The Project Director duties hereunder shall include, but not be limited to, the following: (i) the overall direction and supervision of the program; management of program site; (ii) budgeting and fiscal management, (iii) maintaining program statistics, (iv) preparation of reports, (v) liaison between program and Contractor administration, (vi) coordination of program with other Contractor





departments and activities, (vii) represents program at relevant community and professional organizations, (viii) oversees and works with Supervisor in the areas of client services: program planning; personnel practices and staff training; case supervision; case management; supervision and training of caseworkers, case aides, and students; (ix) case coordination with other Departments and Agencies, (x) assist in community relations, (xi) offer input in program planning, responsible for interpretation and implementation of policies and procedures, (xii) ensure compliance with accountability (i.e., monthly administrative progress report, UCR, submission, and related duties), (xiii) other duties as necessary to implement Program's goals

(b) Assistant Director (Family Ties): The Assistant Director shall assist the Program Director in the administration and management of staff and program resources, ensure the effective delivery of services to families and their children as defined by Agency and Department policies procedures. This agreement incorporates by reference the job description prepared by the Contractor with respect to the Assistant Director's Essential Duties and Responsibilities, as well as minimum qualifications, including experience and educational credentials.

(c) Program Supervisor (Homemaker): Program Supervisors coordinate and manage the Homemaker Program to ensure the effective delivery of services to families and their children as defined by agency policies and procedures. This agreement incorporates by reference the job description prepared by the Contractor with respect to the Program Supervisor's Essential Duties and Responsibilities, as well as minimum qualifications, including experience and educational credentials.

(d) Case Planners (Family Ties) Provide case management services and crisis intervention for families whose children are at risk for foster care placement. This agreement incorporates by reference the job description prepared by the Contractor with respect to the Case Planners' Essential Duties and Responsibilities, as well as minimum qualifications, including experience and educational credentials.

(e) Case Workers (Family Ties): Provide case management services and crisis intervention for families whose children are at risk for foster care placement. This agreement incorporates by reference the job description prepared by the Contractor with respect to the Case Workers' Essential Duties and Responsibilities, as well as minimum qualifications, including experience and educational credentials.

(f) Family Ties Program Coordinator: Supervises Family Ties case planners to ensure the effective delivery of services to families and their children as defined by agency policies and procedures. This agreement incorporates by reference the job description prepared by the Contractor with respect to the Program Coordinator's Essential Duties and Responsibilities, as well as minimum qualifications, including experience and educational credentials.



(g) Office Manager/ Connections Administrator (Family Ties and Homemaker): The office manager/Connections Administrator is responsible for oversight of office/management and clerical functions. This individual supervise clerical support staff, and Administers the NYS web based CONNECTIONS case management application including Webstar administration to set up staff accounts, and CONNECTIONS interface. This agreement incorporates by reference the job description prepared by the Contractor with respect to the Family Ties Program Coordinator's Essential Duties and Responsibilities, as well as minimum qualifications, including experience and educational credentials.

(h) Family Support Worker: Teaches Core Life Skills and support services to parents and the children of family receiving preventive services and whose children are at risk of foster care placement. This agreement incorporates by reference the job description prepared by the Contractor with respect to the Family Support Workers' Essential Duties and Responsibilities, as well as minimum qualifications, including experience and educational credentials.

(2) The Contractor shall screen through the New York State Sex Offender Registry ("Registry") all personnel who have direct contact with the Department's clients. The Contractor further agrees that no employee listed in the Registry shall be employed under any County contract to provide services directly to Department clients.

(3) The Contractor shall provide to the Department within three (3) months of the commencement of the Agreement term a certificate of completion from (and registered with) the New York State Office of Children and Family Services (OCFS) certifying successful completion of the OCFS "Core Training" program for each Contractor caseworker providing preventative or child protective services under the Agreement. When needed, the Contractor shall arrange training through the Department.

(4) Contractor shall provide Spanish/English bi-lingual staff sufficient in number to provide effective communication and service delivery for Spanish speaking clients.

(5) The Contractor shall notify the Department of all changes in its staff who are providing Services under this Agreement. This notification shall include without limitation changes to the Contractor's executives, directors and supervisors.

#### (E) Reporting

(1) Contractor shall maintain complete records of all activities in order to document and provide a basis for statistical reporting to the Department on program activities. The reporting system(s), including report formats and frequencies, will be set up in a format approved by Department.

(2) The Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management and the Director of Preventive Services a monthly report in a format approved by the Department enumerating the following:

- i. total number of case referrals received during the month, each case shall be identified by case name, case number, case type, and date of referral;
- ii. total number of assessments completed by Contractor for the month; and



iii. other statistical information requested by the Department which is relevant to the program's status and success.

(3) The Contractor shall submit a quarterly narrative outlining and discussing all cases regarding:

- i. level of parent's ability to develop homemaking and parenting skills
- ii. prognosis on home making and parenting skill development
- iii. timeline for when child will be able to return home and/or timeline for when parent(s) can provide a safe living environment

(4) The Contractor agrees that in addition to statistical reporting, the Department may utilize any standard monitoring, auditing, assessment, and evaluation procedures currently in use or instituted by the Department during the term of this Agreement to ensure compliance with this Agreement.

(5) Contractor shall maintain complete records of all activities in order to document and provide a basis for statistical reporting to the Department on program activities. The reporting system(s), including report formats and frequencies, will be set up in a format approved by Department.

(6) The Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management and the Director of Preventive Services a monthly report in a format approved by the Department enumerating the following:

- i. total number of case referrals received during the month, each case shall be identified by case name and file number, date of referral, date of assessment and date of completion;
- ii. total number of youth placed in foster care;
- iii. total number of families remaining intact;
- iv. total number out of home placements;
- v. total number of families assessed to have deficits in parenting skills;
- vi. total number of families who received training in parenting skills;
- vii. total number of families seen by a caseworker who had a family visit by the caseworker within one week of initial referral; and
- viii. other statistical information requested by the Department which is relevant to the program's status and success.

(6) The Contractor agrees that in addition to statistical reporting, the Department may utilize any standard monitoring, auditing, assessment, and evaluation procedures currently in use or instituted by the Department during the term of this Agreement to ensure compliance with this Agreement.

(F) Performance Standards. The Contractor shall comply with the following performance standards related to screening and assessment services:

- (1) Contractor shall complete screening and assessment within twenty-four (24) hours after the initial referral from the Department.
- (2). Contractor shall begin services within seventy-two (72) hours after initial referral from the department.



(3) The Contractor shall comply with the following performance standards by ensuring that:

- (a) Eighty percent (80%) of the families receiving preventive services will remain intact.
- (b.) Eighty percent (80%) of the youth will improve their situation enough to avoid out of home placement while in the preventive program.
- (c.) Eighty percent (80%) of the families assessed to have deficits in parenting skills will show an improvement in parenting skills while in the program.
- (d.) Ninety percent (90%) of the families will have an initial face-to-face meeting with the caseworker within seventy-two (72) hours of referral from the Department
- (e.) Ninety percent (90%) of the families will have a family visit by the caseworker within one (1) week of referral from the Department.

(4) Self-evaluation is recognized as being in integral and ongoing process in Contractor's commitment to provide quality services to children and families. Contractor shall identify and implement a number of processes and procedures to aid in the measurement of program effectively as they relate not only to the quality of service, but also to our compliance with Contractor and Government standards. The following areas will serve as indicators:

- (i) A client feedback instrument will be distributed in the Spring and Fall of each year to every client in the Program. A copy of such instrument shall be provided to the Contractor by Department.
- (ii) As the Program strives to provide timely interventions for families requesting service, it is important that initial contact with the family be established in as short a period of time as possible after referral. An ongoing survey of this response time rate will be conducted at monthly intervals at the time when statistical data is obtained.
- (iii) With information derived from the Monthly Progress Reports, Project Directors keep a "sub-report" listing on a monthly basis of the number of face-to-face contacts Program Staff has with each client/family. A record of such data aids in the overall evaluation of the Program's ability to comply with the established regulations.

(G) The Department shall be responsible for determining the eligibility of persons for preventive services of children to be purchased by the Department. The Department shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and other standards prescribed by the New York State Office of Children & Family Services. The Department shall be responsible for case management which shall also include authorizing the provision of preventive services approving client eligibility in accordance with 18 NYCRR 423.3 and approving child service plans.

(H) The Contractor agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.





# Family and Children's Association, Inc.

## JOB DESCRIPTION

### I. POSITION INFORMATION

Position Title: Assistant Director

Category: Exempt

Programs: Family Ties

Hrs/Week: 35

### II. GENERAL DESCRIPTION

To assist the Program Director in administration and management of staff and program resources. To ensure the effective delivery of services to families and their children as defined by Agency and Department of Social Services policies and procedures.

### III. ESSENTIAL DUTIES AND RESPONSIBILITIES

#### A. General Administration

1. Supervise and monitor overall program operations and staff
2. Supervision of Case Planners and Program Coordinators to:
  - Assure that workers are in compliance with all state and county regulations and agency policy.
  - Address service provision to families, including issues that may impede progress, clinical and concrete needs.
  - Provide tools for workers success to enhance their work.
3. Assure that statistical and reimbursement forms are submitted on time.
4. Develop protocols and resource information for staff and program
5. Oversee all DSS protocols (incoming and outgoing DSS courier material, subsidy preparation, removals/voluntary placements, case conferences)
6. Serve as lead liaison between program and DSS.
7. Serve on the agency Management Council
8. Serve on intra-agency committees and task groups
9. Conduct random case record review to assure that records are in compliance with agency standards
10. Daily/ weekly responsibilities include:
  - Daily case duration list
  - Daily clip-board census
  - Weekly census to DSS
  - Weekly FSI openings to DSS
  - Monthly statistical report
  - Assessment of case assignments
  - Maintain monthly program activity board



11. Monitor staff training to ensure completion of required training hours.
12. Interview and assess job applicants to fill vacancies
13. Train and mentor new staff
14. Oversee Connections Case Management System intake process, case openings and case closings
15. Schedule and conduct staff meetings; prepare minutes for staff
16. Maintain leadership role in issues pertaining to building
17. Rotate 24/7 emergency cell phone with Program Director and Program Coordinators

**B. Program Development**

1. Develop and implement new procedures that address the changing needs of the families served
2. Support professional growth and development of staff by providing training's relevant to the needs of the high-risk population served
3. Advocate for program and staffing needs
4. Cultivate community relationships in order to assist program in meeting needs; work with FCA Public Relations Department for ongoing expansion of program resources
5. Provide leadership that promotes a positive work environment and encourages team work

**C. Inter-agency Relations**

1. Represent agency on committees (Title XX sub-committee)
2. Work with other public and private agencies to assure coordination of services
3. Service as an agency representative to the Department of Social Services
4. Attend required LDSS provider meetings

**D. Direct Service**

1. Carry small caseload when needed, provide case work services as outlined for case planners
2. Conduct interviews, do assessments for services
3. Short term counseling and crisis intervention as needed

**IV. SUPERVISION: (Administration as required for position)**

Reports to:



Program Director

Supervises:

Program Coordinators, Intake Specialist and Case planners

**MINIMUM QUALIFICATIONS - EDUCATION AND EXPERIENCE**

Education: MSW or related Human Service Degree

Certificates or Licenses : LCSW preferred

Experience: At least 4 years supervisory experience

Experience: VI. *MINIMUM QUALIFICATIONS - OTHER*

Driving: Valid Drivers License

Computer Skills: Advanced computer literacy and ability to navigate New York State CONNECTIONS

Math Skills: Basic computation skills

Reasoning Ability: Superior – must be able to problem solve daily issues that may arise related to essential features of the position. Able to multi- task in fast-paced work environment

Language Skills: Superior Communication Skills; English, Spanish a plus

Physical Skills: Must be able to sit at computer and enter data for several hours at a time. Must be able to accompany workers on home visits and go to meetings within the community

Other:

<b>VI. EMPLOYEE SIGNATURE</b>	
Print name:	
Signature:	Date:

Prepared by Terry Wood

Date Prepared: 3/07

Original: Employee Personnel File



**Family and Children's Association, Inc.**

**JOB DESCRIPTION**

**I. POSITION INFORMATION:**

Position Title: Program Supervisor

Category: EXEMPT

Programs: FAMILY SUPPORT

Hrs/Week:

**II. GENERAL DESCRIPTION:**

Coordination and management of the Family Support Program to ensure the effective delivery of services to families and their children as defined by agency policies and procedures

**III. ESSENTIAL DUTIES AND RESPONSIBILITIES:**

The following are the essential duties of this position. Other duties may be assigned.

1. Responsible for program operations and supervision of staff.
2. Meeting with the Administrative Director on a regular basis to discuss overall staff and program effectiveness, client progress, referrals and development of the program. Keep the Director informed of all relevant information in a timely manner.
3. Ensure that all programs operated in compliance with all state and county regulations and agency policy.
4. Assist Executive Staff in the development and management of the program's budget.
5. Conduct on-site visits and oversee maintenance of case record system.
6. Supervise and coordinate the training needs of staff so as to ensure effective delivery of quality services. Provide staff representation on the Staff Development Team.
7. Ensure that appropriate lines of communication are developed and maintained between administration, staff and clients.
8. Assist Executive staff in developing funding proposals to meet new and ongoing needs of the agency.
9. Ensure that a professional and effective relationship is maintained with other agencies, to see that business is conducted with these agencies in a timely manner, i.e., funding sources, public agencies, referring agencies, school districts, etc.
10. Supervise and coordinate the recruitment, evaluation, and termination of program personnel in accordance with personnel practices.
11. Assume tasks, as need to assure the effective operation of the program





**IV. SUPERVISION: (Administration as required for position)**

Reports to: Director

Supervises: All Family Support Workers and Administrative Assistant

**MINIMUM QUALIFICATIONS - EDUCATION AND EXPERIENCE**

In order to successfully perform the essential duties and responsibilities of this position, the requirements listed below (in Section V and VI) are representative of the knowledge, skills and training necessary.

Education: MSW or related Human Services Degree

Certificates or Licenses: Non-essential, CSW preferred

Experience: 5-7 years experience working with at-risk families and youth.  
Supervisory and administrative experience required.

**Experience: VI. MINIMUM QUALIFICATIONS - OTHER**

Driving: Valid Driver's License

Computer Skills: Basic computer literacy

Math Skills: Basic computation skills

Reasoning Ability: Superior

Language Skills: Superior Communication Skills; English

Physical Skills: Non-Essential

Other:

**VII. EMPLOYEE SIGNATURE**

Print name:

Signature:

Date:

Prepared by :

Date Prepared:

Original: Employee Personnel File



Family and Children's Association, Inc.

JOB DESCRIPTION

I. POSITION INFORMATION

Position Title: Case Planner

Category: Exempt

Program: Family Ties

Hrs/Week: 35

II. GENERAL DESCRIPTION:

Provide case management services and crisis intervention for families whose children are at risk of foster care placement.

III. ESSENTIAL DUTIES AND RESPONSIBILITIES:

The following are the essential duties of this position. Other duties may be assigned.

1. Provide casework services and crisis intervention to all members of the family unit
2. Conduct and prepare psychosocial intake assessments on assigned cases
3. Development and implementation of case management goals
4. Provide counseling, advocacy, referral and information; provide linkage to all services to support a successful service plan
5. Provide extensive outreach to resistant high risk clients within the family system
6. Make home and field visits
7. Coordination of interagency collaboration and service delivery
8. Compliance with all Nassau County Department of Social Services regulations relating to Preventive Service Mandates
9. Responsible for daily case recordings, monthly FASP's, monthly statistics and all other forms required by agency and DSS
10. Maintain competency within the New York State CONNECTIONS electronic case record
11. Comply with all reporting provisions of Suspected Child Abuse and Neglect
12. Professional growth and development; Documentation of required hours of ongoing education and training annually

IV. SUPERVISION

Reports to: Program Supervisor(s)



## **V. MINIMUM QUALIFICATIONS - EDUCATION AND EXPERIENCE**

In order to successfully perform the essential duties and responsibilities of this position, the requirements listed below (in Section V and VI) are representative of the knowledge, skills and training necessary.

Education: Case Aide: BSW/BA

Certificates or Licenses: Non-essential

Experience: 2-3 years experience working with at-risk children and families

## **VI. MINIMUM QUALIFICATIONS - OTHER**

Driving: Will be required to drive in personal car to home/ field visits.

Ability and willingness to transport client in own car

Computer Skills: Must be proficient in Microsoft Word

Math Skills: Basic computation skills

Reasoning Ability: Must be able to problem-solve daily issues that may arise related to essential features of the position

Language Skills: Must have verbal and written communication skills that are both professional and easily comprehensible to a diverse population

Physical Skills: Must be able to sit at a computer and enter data for several hours at a time

Other: Excellent organizational skills and the ability to multi task

Occasional flextime and on call beeper rotation

A commitment to help families struggling with personal hardships

## **VII. EMPLOYEE SIGNATURE**

Print name:

Signature:

Date:

Prepared by: D. Teichner Date Prepared: October 2007

Original: Employee Personnel File  
cc: Employee



**Family and Children's Association, Inc.**

**JOB DESCRIPTION**

**I. POSITION INFORMATION:**

Position Title: Case Worker

Category: Exempt

Program: Family Ties

Hrs/Week: 35

**II. GENERAL DESCRIPTION:**

Provide case management services and crisis intervention for families whose children are at risk of foster care placement.

**III. ESSENTIAL DUTIES AND RESPONSIBILITIES:**

The following are the essential duties of this position. Other duties may be assigned.

1. Provide casework services and crisis intervention to all members of the family unit
2. Conduct and prepare psychosocial intake assessments on assigned cases
3. Development and implementation of case management goals
4. Provide counseling, advocacy, referral and information; provide linkage to all services to support a successful service plan
5. Provide extensive outreach to resistant high risk clients within the family system
6. Make home and field visits
7. Coordination of interagency collaboration and service delivery
8. Compliance with all Nassau County Department of Social Services regulations relating to Preventive Service Mandates
9. Maintain competency within the New York State CONNECTIONS electronic case record
10. Responsible for daily case recordings, monthly FASP's, monthly statistics and all other forms required by agency and DSS
11. Comply with all reporting provisions of Suspected Child Abuse and Neglect
12. Professional growth and development: Documentation of 17 ½ hours of ongoing education and training annually

**IV. SUPERVISION:**

Reports to: Program Supervisor(s)





Supervises: Interns

**V. MINIMUM QUALIFICATIONS - EDUCATION AND EXPERIENCE**

In order to successfully perform the essential duties and responsibilities of this position, the requirements listed below (in Section V and VI) are representative of the knowledge, skills and training necessary.

Education: Case Worker: MSW/MA

Certificates or Licenses: Non-essential

Experience: 2-3 years experience working with at-risk children and families

**VI. MINIMUM QUALIFICATIONS - OTHER**

Driving: Will be required to drive in personal car to home/ field visits.

Ability and willingness to transport client in own car

Computer Skills: Must be proficient in Microsoft Word

Math Skills: Basic computation skills

Reasoning Ability: Must be able to problem-solve daily issues that may arise related to essential features of the position

Language Skills: Must have verbal and written communication skills that are both professional and easily comprehensible to a diverse population

Physical Skills: Must be able to sit at a computer and enter data for several hours at a time

Other: Excellent organizational skills and the ability to multi task

Occasional flextime and on call beeper rotation

A commitment to help families struggling with personal hardships

**VII. EMPLOYEE SIGNATURE**

Print name:

Signature:

Date:

Prepared by: D. Teichner Date Prepared: October 2007

Original: Employee Personnel File  
cc: Employee



# Family and Children's Association, Inc.

## JOB DESCRIPTION

### I. POSITION INFORMATION

Position Title: Family Ties Program Coordinator

Category: EXEMPT

Programs: FAMILY TIES

Hrs/Week: 35

### II. GENERAL DESCRIPTION

Supervision of the Family Ties case planners to ensure the effective delivery of services to families and their children as defined by agency policies and procedures

### III. ESSENTIAL DUTIES AND RESPONSIBILITIES

The following are the essential duties of the Family Ties supervised. Other duties may be assigned.

1. Weekly supervision of case planners to:
  - a. Assure that workers are in compliance with all state and county regulations and agency policy.
  - b. Address service provision to families, including issues that may impede progress, clinical and concrete needs.
  - c. Provide tools for workers success to enhance their work.
  - d. Assure that all stats and reimbursements forms are submitted on time
2. Maintain competency within the New York State CONNECTIONS electronic case record. Coach and effectively teach staff proper data entry.
3. Coordinate, schedule, and represent agency at transfer conferences (Family Connections, PINS Diversion), removals/voluntary placements, housing subsidies, case of the week conferences.
4. Cultivate links and relationships with new resources and facilitate the referral process.
5. Prepare and update FASP calendar
6. Assist Program Manager and Director in developing new protocols and training staff in their use.
7. Prepare incoming and outgoing DSS courier material.
8. Must be knowledgeable of mandating responsibility role and appropriate follow through with SCR reporting regulations.
9. Participate in FCA committees of interest; be an active participant in the Peer Review Committee.
10. Support professional growth and development of supervisees, monitor training needs and process training forms.



11. Complete performance evaluations in accordance with agency policy.
12. Conduct random case record review to assure that records are in compliance with agency standards.
13. Attend required LDSS provider meetings
14. Carry small case load as needed
15. Rotate 24/7 emergency cell phone with Program Director and Program Coordinator.
16. Assess emergency referrals at LDSS or at clients home.

#### IV. SUPERVISION: (Administration as required for position)

Reports to: Director/Family Ties Coordinator

Supervises: Case planners

#### MINIMUM QUALIFICATIONS - EDUCATION AND EXPERIENCE

In order to successfully perform the essential duties and responsibilities of this position, the requirements listed below (in Section V and VI) are representative of the knowledge, skills and training necessary.

Education: MSW or related Human Services Degree

Certificates or Licenses: Non-essential, LCSW preferred

Experience: 2-5 years experience working with at-risk families and youth.  
Supervisory and administrative experience required.

Experience: VI. **MINIMUM QUALIFICATIONS - OTHER**

Driving: Valid Driver's License

Computer Skills: Advanced computer literacy and ability to navigate New York State CONNECTIONS environment.

Math Skills: Basic computation skills

Reasoning Ability: Superior must be able to problem solve daily issues that may arise related to essential features of the position.

Language Skills: Superior Communication Skills; English, Spanish helpful

Physical Skills: Must be able to sit at computer and enter data for several hours at a time. Must be able to accompany workers on home visits and go to meetings within the community.



Other: Excellent organizational skills and ability to multi-task.

VII. EMPLOYEE SIGNATURE	
Print name:	
Signature:	Date:

Prepared by Terry Wood

Date Prepared: June 07

Original: Employee Personnel File  
cc: Employee





## Family and Children's Association, Inc.

### JOB DESCRIPTION

#### I. POSITION INFORMATION

Position Title: Office Manager/CONNECTIONS Administrator Category: EXEMPT

Program: FAMILY TIES/SUPPORT/CAMP/CONNECTIONS Status:       

#### II. GENERAL DESCRIPTION

Responsible for oversight of office management/clerical functions. Supervision of clerical support staff. Administration of NYS web based CONNECTIONS case management application including Webstar administration to set up staff accounts, and CONNECTIONS interface.

#### III. ESSENTIAL DUTIES AND RESPONSIBILITIES

The following are the essential duties of this position. Other duties may be assigned.

1. Assist with the timely preparation of weekly/monthly reports. Correspondence, proposals, staff minutes, etc. according to priority and need.
2. Primary liaison with the main office as it regards dissemination of mail, preparation of time sheets, mileage, and the coordination of office repairs.
3. Oversee a system for ordering, tracking and maintaining office supplies.
4. Maintain informational bulletin boards current and in good order. Assure a user-friendly visitor and reception area.
5. Development and upgrading of existing data entry program.
6. Maintain case lists for all programs - process referrals, closings and Department of Social Services correspondence.
7. Update program forms and protocols as necessary.
8. Prepare minutes of staff meetings and distribute. Attend staff meetings, building meetings, etc.
9. Maintain program case files, prepare intake packets, and program databases.
10. Maintain program petty cash, metrocards, parking reimbursements, etc.
11. Oversee CONNECTIONS and Webstar applications; set up staff with accounts, user names, IDs, and mailboxes, assign function, units and sites, troubleshoot problems with access (unlock accounts, request new passwords) provide tech assistance as needed.

#### IV. SUPERVISION

Reports to: Prevention Team Director

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Supervises: Two or more clerical support staff

**V. MINIMUM QUALIFICATIONS - EDUCATION AND EXPERIENCE**

In order to successfully perform the essential duties and responsibilities of this position, the requirements listed below (in Section V and VI) are representative of the knowledge, skills and training necessary.

Education: High School Diploma. Demonstrated computer literacy

Certificates or Licenses: Non-essential

Experience: 3-5 years

**VI. MINIMUM QUALIFICATIONS - OTHER**

The following are the minimum competencies required to successfully perform the essential features of the position:

Driving: Valid driver's license

Computer Skills: Computer proficiency with MSWord and Excell and the ability to problem solve intermediate level computer issues.

Math Skills: Basic computation skills

Reasoning Ability: Above Average

Communication and Interpersonal Skills: Good communication skills

Physical Skills: stamina

Other: N/A

**VII. EMPLOYEE SIGNATURE**

Print name:

Signature:

Date:

Prepared by: Terry Wood Date Prepared: \_\_\_\_\_

Original: Employee Personnel File  
cc: Employee



**Family and Children's Association, Inc.**

**JOB DESCRIPTION**

**I. POSITION INFORMATION:**

Position Title: Family Support Worker

Category: Non-xempt

Program: Family Support

Status: Part Time (28)

**II. GENERAL DESCRIPTION:**

Teach Core Life Skills and supportive services to parents and the children of families receiving preventive services and whose children are at risk of foster care placement.

**III. ESSENTIAL DUTIES AND RESPONSIBILITIES:**

The following are the essential duties of this position.

1. Provide instruction to families at their residence in household cleaning and organization and parent skills including parenting tools, setting limits, modeling appropriate behavior and assistance with homework.
2. Provide instruction to families in time management and establishing routines for children. This includes written materials as well as guidance as to the use of time effectively to accomplish tasks.
3. Provide information and instruction to families on nutrition, cooking, meal planning and grocery shopping.
4. Provide instruction to families in money management including supplying materials to assist them with budgeting expenses and income.
5. Provide instruction and guidance to families in developing and strengthening their social skills and activities.
6. Complete and submit by the stated deadlines all paperwork required by the funder, regulatory agency and FCA including but not limited to bi-weekly progress reports, case notes, timesheets and expense claims.
7. Attend all required program, FCA and funder meetings and training.
8. Assume other responsibilities, tasks or projects as needed to ensure the effective operation of the program.

**IV. SUPERVISION**

Reports to: Supervising Social Worker

Supervises: N/A

**V. MINIMUM QUALIFICATIONS – EDUCATION AND EXPERIENCE**

In order to successfully perform the essential duties and responsibilities of this position, the requirements listed below (in Section V and VI) are representative of the knowledge, skills and training necessary.



Education: High School diploma or equivalent.

Certificates or Licenses: Family Development Credentials

Experience: One year of full-time experience working with families with children under the age of 18.

#### **VI. MINIMUM QUALIFICATIONS - OTHER**

The following are the minimum competencies required to successfully perform the essential features of the position:

**Driving:** Valid NYS driver's license with a safe and responsible driving history and a motor vehicle that is properly insured, registered and maintained in accordance with NYS-DMV regulations. Ability to travel from worksite to worksite.

**Computer Skills:** Basic computer skills with Microsoft Office (Word, Outlook and Excel) required to generate case notes, progress reports and utilize e-mail for work related communication. Ability to readily adapt to program specific applications essential to the execution of the essential job responsibilities.

**Math Skills:** Basic math skills needed to prepare budgets, calculate expenses and assist with children's math homework.

**Reasoning Ability:** Ability to identify and assess issues that arise and exercise sound judgment in resolving them. Ability to prioritize workload, establish goals and meet required deadlines.

**Communication and Interpersonal Skills:** Verbal and written skills must be clear and effective in conveying ideas, answering questions and providing instructions. Must be able to engage a diverse population with varying cultural background. Ability to complete case notes and reports that are comprehensive and appropriately written in order to meet agency and regulatory requirements. Must be able to maintain a professional demeanor when confronted with difficult and emotionally charged situations.

**Physical Skills:** Ability to visit clients in their homes and walk up and down stairs and navigate small spaces, such as narrow hallways. Must be able to stand for prolonged periods of time. Must be able to sit at a computer and desk for prolonged periods of time to complete paperwork. Must have the physical ability to perform normal household tasks associated with the position (cooking, cleaning, et al). Must be able to carry up to 10 lbs into client's homes.

**Other:** Strong organizational skills and the ability to respond to multiple priorities and responsibilities and meet deadlines. Must possess household management skills. Must be sensitive to the cultural differences of clients and co-workers.

#### **VII. EMPLOYEE SIGNATURE**

Print name:

Signature:

Date:





## APPENDIX A3 PROJECT INDEPENDENCE

- (a) The County agrees to retain the services of the Contractor to implement a comprehensive training program to ensure the development of independent living skills (ILS) in children, who are either in foster care or are discharged from foster care, up to the age of twenty-one (21) years. Pursuant to this program, the CONTRACTOR shall:
  - (i) implement a comprehensive training program to ensure the development of independent living skills (ILS) in children, who are either in foster care or are discharged from foster care, up to the age of twenty-one (21) years.
  - (ii) conduct the Expanded Independent Living Program in compliance with all requirements of State and Federal statutes, rules and regulations including but not limited to Local Commissioners Memorandum (92 LCM-3)

The CONTRACTOR further agrees to conduct said Expanded Independent Living Program in compliance with all requirements of State and Federal statutes, rules and regulations including but not limited to Local Commissioners Memorandum (92 LCM-3).

- (b) The Contractor's duties and personnel under this Agreement shall include, but not be limited to the following:

- (i) Program Director
  - (a) Administrative Assistance (2)
  - (b) Social Work Supervisor
  - (c) Social Work Counselors
  - (d) Contracts Manager & Contracts Supervisor
  - (e) Payroll Administrator
  - (f) Chief Financial Office
  - (g) Bookkeeper
  - (h) Executive Director and Associate Executive Director
  - (i) Clerical
  - (j) Secretarial
  - (k) Accounting Supervisors
  - (l) Budget Director
  - (m) Vice President
  - (n) Director of Quality Assurance



(ii) (a) The provision of a comprehensive training program to ensure the development of independent living skills in children, either in foster care or discharged from foster care, up to the age of twenty-one (21) years. The Contractor agrees to service a minimum of eighty-five (85) cases and a maximum of one hundred fifteen (115) cases referred to the Contractor by the Department during the term of this Agreement.

(b) To satisfy all State requirements and County contractual requirements, as noted in Section 430.12(f) and 430.13(g) of the Utilization Review Standards (URS) in Title 18 of the Official Compilation of Codes, Rules and Regulations of the State of New York (NYCRR).

(iii) The assessment of each youth to be included in the Independent Living Skills Development Program in terms of his/her current level of skill in vocational preparation and independent living skills. For some youths, based upon testing results which reveal insufficient skill levels, an Independent living plan will be developed detailing tasks to be achieved and services to be provided. Each plan developed will be reviewed every six (6) months, resulting, if need be, in revisions to the plan, which more adequately reflect the current needs and skills of each youth.

All youth, regardless of age at referral, shall be assessed within sixty (60) days to measure their level of competency and needs in Independent Living Skills Training. A written service plan shall be developed, with each youth describing those areas in which assistance will be provided over the next six (6) month period or until the next scheduled planning conference. There shall be a re-assessment every six (6) months, in time for utilization at regularly scheduled Uniform Case Record (UCR) meetings.

(iv) To formulate and implement a plan through which to more actively involve foster parents as a family unit, as well as within foster parent peer groups, with various incentives in independent living preparation tasks with their foster children. Fourteen to fifteen (14-15) year olds shall be primarily worked with, through the foster parents, and on an one-to-one basis. Individual work shall be in close consultation with their foster parents and school personnel as the primary providers of basic ILS, that is, cooking, shopping, budgeting, housecleaning and schoolwork.

(v) To formulate and implement a plan, to assure that each youth in school is given as broad a range of educational and vocational services and opportunities as possible, to meet each youth's specific needs in these areas, in order to prepare him/her for the world of work and adult living.

(vi) To formulate and implement a planned program for the development of corporate support for vocational training opportunities and job possibilities, which ensure each youth of a career path upon successful completion of high school.

(vii) To formulate and implement a plan for the recruitment of community support in providing scholarship assistance to those young people who choose to further their education, academically or vocationally.

(viii) To formulate and implement an Independent Living Training Curriculum where, over time, skills can be learned and these results tested to satisfaction of local and State regulations. An Independent Living Skills Curriculum geared to the specifics of applicable New York State



Department of Social Services (now New York State Office of Children and Family Services [NYSOCFS]), shall be created and used during the year, and evaluated for effectiveness at the end of the first year. Utilization of this curriculum will ensure the provision of those services required by the NYSOCFS regulations.

(ix) To formulate and implement a plan for the offering of residential services of Family and Children's Association to those youth who, if appropriate and eligible, are in need of any of the services available.

(x) To render assistance to the Department's case planner in the Department's formulation and implementation of a plan for the securing of housing services for those discharged foster youth who become homeless and who are not eligible for services of Family and Children's Association residential programs.

(xi) To identify housing needs for discharged foster youth that are not being met by existing resources (that is, supervised apartment, transitional housing).

(xii) To develop a model agreement for use with other community-based services to provide supportive services to the population, as needed, and as localized as possible.

(xiii) To examine the use of peer counselors and adult mentors as volunteer adjuncts to the program.

(xiv) To devise post-discharge service opportunities for youths, including on-going group support and periodic individual on-going group support and periodic individual follow-up, in accordance with State regulations.

(xv) To formulate and implement a documentation and accountability system in conjunction with the Department, which accurately describes the situation and progress of each youth in custody or under supervision.

(xvi) To formulate and implement a plan for the delivery of social, educational, emotional and vocational services to targeted youths on a geographic basis.

(xvii) To formulate and implement a service plan for targeted youths, focusing on working with the foster parents as primary teachers of independent living skills and schools as primary teachers of educational services.

(xviii) To formulate and implement a service plan for youths sixteen to eighteen (16-18) years old (older, if still in care), in addition to, at least, regular individual contacts, which shall have major emphasis on peer workshops which foster vocational preparation, career exploration, money management, housing options and personal health issues (that is, drug and alcohol abuse, family planning, and so forth).

(xix) To formulate and implement a service plan for youths eighteen to twenty-one (18-21), specifying the after-care services to be offered in order to support their independent living status.



(xx) To develop a survival manual for youths preparing for, or already in, Independent Living, by the end of the program's first year. Said manual to include but not be limited to the following:

- (a) Basic facts on job seeking, money management, and apartment hunting.
- (b) A variety of recipes and nutritional hints.
- (c) Information on community services available, particularly, counseling, physical health, and drug/alcohol services.

(xxi) To identify any additional, community resources, which may be available to assist each youth in securing career-oriented jobs, or to maintain themselves in higher educational programs, including, but not limited to:

- (a) Long Island-based corporations to be approached to provide entry level, but career-oriented jobs for all interested high school graduates.
- (b) Scholarships, which may be made available through community support, in order to assist those youths who are interested in securing a college education.

(xxii) During the initial months of the youth's involvement with the Program, the effort shall be on relationship-building between counselor and youth, and foster parents, as relevant.

(a) Recreational outings and gatherings shall be used as one vehicle to initially engage the youth with the Project so that their participation in ILS workshops shall be encouraged and enhanced.

(b) In the second quarter of the year, the ILS curriculum shall be introduced to the relationship in increasing amounts.

(c) The participation of youths already involved in the Program shall be utilized to reach out and engage other youths.

(d) Youths who reject involvement with Project Independence will be put on a "suspension" status in the Program. Contractor staff shall re-contact youth upon notification from the Department. Suspension of a youth from the program shall result only following discussion of the situation between the Department and the Contractor and with the approval of the Department.

(xxiii) Near the end of in-care status, counselors shall develop a discharge service plan with the youth and foster parents, in consultation with the Department.

(a) Compliance with NYSOFCs regulations that pertain to discharge planning shall be followed.

(b) The Program's Resource Coordinator shall, once the Department has agreed to the plan and date, begin to arrange for necessary community supports, particularly housing and employment. This effort shall seek to complement the activities that the case planner is engaged in with the youth.

(c) Once discharged from care, the youth shall be seen by the Community Living Unit of the Program.





(xxiv) Community Living: Discharge of youth from care. Two groups of youths shall be serviced by the Contractor:

(a) For youths on trial discharge status: For at least the first six (6) months following discharge from care, Contractor staff shall provide aftercare services to the child, including casework contacts with the child, with the number of face-to-face contacts and in-home contacts equal to those required for that child pursuant to 18 NYCRR 430.12(f), and Administrative Directive (88 ADM 11), or as same may be amended, during the six (6) months immediately preceding the child's discharge.

(1) Contractor staff shall provide direct assistance to each youth on trial discharge status in order to ensure each youth's housing and continued employment in a viable job.

(2) If housing and employment are not maintained for a continuous six (6) month period, youth shall be maintained on trial basis status.

(3) In exceptional circumstances, a re-admission to foster care shall require consultation and approval by the Department

(4) Upon six (6) months of successful trial discharge, youth shall be designated by Contractor staff, in coordination with the Department, to be in supervision status.

(b) For youths on supervisory status, following the end of the trial discharge period, monitoring shall occur until age twenty-one (21).

(1) Monthly contacts by Contractor staff with youth shall be continued until housing and income has been maintained continuously for six (6) months.

(2) Quarterly contacts by Contractor staff following the successful completion of the "continuous six (6) months" by youth.

(3) Contractor staff shall provide support services and referrals to services needed by youth during this supervision status until youth reaches age twenty-one (21).

(4) Youth discharge from care prior to January 1, 1988, shall be assisted by the Project to the degree possible.

(5) And to perform such other duties as may be required by the Department under this Agreement.

(c) The Contractor staff's duties hereunder shall include but not be limited to the following:

(1) Program Director:

- (a) Be responsible for overall administration of the program.
- (b) Assign cases to the Contractor staff.
- (c) Supervise preparation of Independent Living Plans.
- (d) Supervise all staff.
- (e) Prepare the required reports.



(f) Perform such other duties as may be required by the Department under this Agreement.

(2) Social Work Counselors:

(a) Primarily be responsible for caseload, working directly with the youth.

(i) Initial assessment

(ii) designing an Independent Daily Living (IDL) plan

(iii) carry-out IDL plan

(iv) case planning services

(v) referral to appropriate services within the Program

(vi) individual treatment

(vii) six (6) month assessments

(viii) meeting and working with foster parents, school personnel and other ancillary supports.

(ix) home visits

(b) Conduct weekly team meetings; supervision of social worker to review cases and distribute work.

(c) Develop and coordinate a specific area of the program (family, education, vocation, ILS).

(d) Be responsible for case records and weekly program statistics.

(e) Attend weekly staff meetings.

(f)

(3) Social Worker Supervisor:

(a) Be responsible for the day-to-day activities of the program.

(i) carry out ILS plan for children on caseload.

(ii) provide case management services.

(iii) supervise Counselor staff in the In-Care Unit and the Community Living Units.

(iv) organize group workshops and foster parent support groups

(b) Develop and coordinate a specific area of the program (family, education, vocation, ILS).

(c) Be responsible for case records and weekly Program statistics.

(d) Attend weekly staff meetings.

(e) Each staff member will be assigned a specialty area, based on experience and interest, to develop with the Program. Responsibility for these areas include: developing and



coordinating groups, collecting resources and consulting with other Program staff. The areas to include family, education, vocation and independent living:

(i) Family:

- (a) Develop on-going support groups for the foster families to help teach and encourage living skills within the home.
- (b) Supervise family consultant.
- (c) Coordinate several special events throughout the year for the families.
- (d) Develop a curriculum for teaching foster parents how to provide ILS training within the home.
- (e) Consult with staff on difficult family cases.
- (f) Provide, along with the Program Director, several case presentations on family work at the weekly staff meetings.
- (g) Coordinate other program staff's involvement with the family support group and special events.

(ii) Independent Living - The independent living specialty includes two areas: The development of concrete skills and the development of emotional coping skills.

- (a) organize workshops that teach the following concrete skills: cooking, money management, clothing management, food shopping, household skills, apartment living, human sexuality and personal hygiene skills.
- (b) develop a housing referral service.
- (c) Develop workshops and/or social functions that provide a basis for improving self-esteem and identity.
- (d) Coordinate program staff involvement in special events.
- (e) Provide case presentations at staff meetings on independent living skills.

(iii) Education:

- (a) Develop a liaison with each school district:
  - (1) send program brochures and letter to introduce the program.
  - (2) provide workshops to present the program.
- (b) Develop a listing of educational resources that are available in each community.
- (c) Develop, along with the Program Director, as scholarship component to the Program.



- (d) Plan a "College Day", where children can receive information on various colleges.
- (e) Assist children in filling out college applications.
- (f) Develop resources to assist the children with Scholastic Achievement Test (SAT).
- (g) Work closely with tutor consultant - evaluate its effectiveness.
- (h) Coordinate and develop liaisons with vocational training programs.
- (i) Coordinate Program staff's involvement in special events.
- (j) Attend staff meetings on various educational issues.

(iv) Vocational:

- (a) Coordinate summer employment for the younger children.
- (b) Develop and present a training program on "job hunting".
- (c) Provide on-going interview training sessions using video and role playing.
- (d) Collect resources on employment and career choices.
- (e) Develop workshops on career planning.
- (f) Develop an annual "Job Fair" where various employees are present to provide information to the children about different jobs.
- (g) Provide an updated listing of jobs in the area.
- (h) Coordinate Program staff's involvement in special events.
- (i) Attend staff meetings on various vocational issues.

(4) Coordinator for Volunteers and Mentors:

(a) Be responsible for recruiting and interviewing perspective volunteers from the community, who are interested in volunteering their time in various ways that assist youths in the Program.

(b) Match youths and volunteers based on common interests and availability of time. Volunteers provide tutoring, offer workshops on topics related to ILS, serve as mentors, assist in career development, and provide parenting assistance.

(5) Administrative Assistant shall be responsible for ensuring documentation of program compliance as well as general secretarial and office duties.





(6) The Bookkeeper and Controller shall provide accounting, fiscal and payroll services in relation to the services provided by the Contractor under this Agreement.

(7) The Executive director shall have responsibility for:

- (a) The overall administration, operation of the Contractor, and for contract compliance;
- (b) Orientation, training and direction of staff;
- (c) The fiscal management of the program;
- (d) Serving as the primary liaison agent and is responsible for interaction with agencies, departments, and the community-at-large;
- (e) Monitoring all phases of program.

(8) The Associate Executive Director and Director of Human Resources shall have such duties as may be delegated by the Executive Director.

(a) Recruitment of Contractor staff will be the responsibility of the Contractor. The Department reserves the right to verify that the staff specified in the Line-Item Budget attached hereto as "APPENDIX B3" meets required qualifications.

(xv) Reporting.

(A) Contractor shall maintain complete records of all activities in order to document and provide a basis for statistical reporting to the Department on program activities. The reporting system(s), including report formats and frequencies, will be set up in a format approved by Department.

(B) The Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management and the Director of Preventive Services a monthly report in a format approved by the Department enumerating the following:

1. total number of case referrals received during the month, each case shall be identified by case name, case number, case type, and date of referral. In addition, each case shall include the completion dates of the assessment and service plan implementation;
2. total number of assessments and service plans completed by Contractor for the month;
3. number of six (6) month reviews completed by Contractor for the month;
4. number of trial discharges and number of children receiving six (6) month aftercare maintenance;
5. other statistical information requested by the Department which is relevant to the program's status and success.

(C) The Contractor agrees that in addition to statistical reporting, the Department may utilize any standard monitoring, auditing, assessment, and evaluation procedures currently in use or instituted by the Department during the term of this Agreement to ensure compliance with this Agreement.

(C) Performance Standards Contractor shall comply with the following performance standards by ensuring that:



APPENDIX B1 LINE ITEM BUDGET: PINS DIVERSION



Nassau County Human Services

Universal Budget Form

Contract # \_\_\_\_\_ 0

Contract Name: Family and Children's Association

Program Name: Family Solutions - PINS Diversion (1/1-12/31/12)

Select Line To  
Work On Here

Budget Summary

	Line #	Expense type	Total \$
	1a	Salary	\$931,506
<u>Work on Salary and Fringe</u>	1b	Fringe	\$295,100
	1 Total	Personnel (Salary plus Fringe)	\$1,226,606
<u>Work on Line 2</u>	2	Consultant(s)	\$0
<u>Work on Line 3</u>	3	Travel / Per Diem / Transportation	\$13,800
<u>Work on Line 4</u>	4	Equipment	\$9,042
<u>Work on Line 5</u>	5	Supplies	\$4,508
<u>Work on Line 6</u>	6	Contractual Services	\$29,693
<u>Work on Line 7</u>	7	Rent/Utilities	\$23,168
<u>Work on Line 8</u>	8	Department Specific Costs	\$0
<u>Work on Line 9</u>	9	Other Costs	\$61,551
<u>Work on Line 10</u>	10	Administrative Overhead	\$136,837
		Gross Expenditures (Lines 1 – 10)	\$1,505,205
<u>Work on Line 11</u>	11	Revenue, Income, Agency Contribution, Matches	\$2,500
		Net Budget Total (Lines 1 – 10 minus line 11)	\$1,502,705
<u>Agency Contribution</u>		Agency Contribution	\$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	\$1,502,705



1. Contractor agrees to service a *minimum of eighty-five (85) cases and a maximum of one hundred fifteen (115) cases* referred to the Contractor by the Department during the term of this Agreement.
2. All youth, regardless of age at referral, shall be assessed within sixty (60) days to measure their level of competency and needs in Independent Living Skills Training.
3. Contractor shall attempt to contact child within seventy-two (72) hours after initial referral from the department.
4. Contractor shall attempt a face-to-face meeting with the child within one (1) week after initial referral from the department.
5. Contractor shall attempt a minimum of one (1) face-to-face contact with the child each month.
6. Contractor shall hold a minimum of twenty (20) group sessions during the contract period.
7. Eighty percent (80%) of the youth will improve their independent living skills.
8. Contractor shall document 90% of attempted or actual face-to-face contacts with youth within one week of the contact or attempted contact. This documentation shall be entered in the Connections electronic case record by contractor's casework staff.

(xvi) Staffing

- 1) The Contractor shall notify the Department of all changes in its staff who are providing Services under this Agreement. This notification shall include, without limitation, changes to the Contractor's executives, directors and supervisors.
- 2) The Contractor shall provide to the Department within three (3) months of the commencement of the Agreement term a certificate of completion from (and registered with) the New York State Office of Children and Family Services (OCFS) certifying successful completion of the OCFS "Core Training" program for each Contractor caseworker providing preventative or child protective services under the Agreement. When needed, the Contractor shall arrange training through the Department.
- 3) Contractor shall provide Spanish/English bi-lingual staff sufficient in number to provide effective communication and service delivery for Spanish speaking clients.
- 4) The Contractor shall screen through the New York State Sex Offender Registry ("Registry") all personnel who have direct contact with the Department's clients. The Contractor further agrees that no employee listed in the Registry shall be employed under any County contract to provide services directly to Department clients.



APPENDIX B2 LINE ITEM BUDGET: FAMILY TIES/HOMEMAKER



Nassau County Human Services

Universal Budget Form

Contract # \_\_\_\_\_ 0

Contract Name: Family and Children's Association

Program Name: Family Ties (1/1-12/31/12)

Budget Summary

Select Line To  
Work On Here

Work on Salary  
and Fringe

Work on Line 2

Work on Line 3

Work on Line 4

Work on Line 5

Work on Line 6

Work on Line 7

Work on Line 8

Work on Line 9

Work on Line  
10

Work on Line  
11

Agency  
Contribution

Line #	Expense type	Total \$
1a	Salary	\$698,669
1b	Fringe	\$233,565
1 Total	Personnel (Salary plus Fringe)	\$932,234
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$13,717
4	Equipment	\$13,643
5	Supplies	\$2,638
6	Contractual Services	\$21,673
7	Rent/Utilities	\$70,137
8	Department Specific Costs	\$0
9	Other Costs	\$20,098
10	Administrative Overhead	\$107,414
	Gross Expenditures (Lines 1 – 10)	\$1,181,554
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$1,181,554
	Agency Contribution	\$22,274
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$1,159,280





APPENDIX B3 LINE ITEM BUDGET: PROJECT INDEPENDENCE



Nassau County Human Services

Universal Budget Form

Contract # \_\_\_\_\_ 0

Contract Name: Family and Children's Association

Program Name: PI Nassau (1/1-12/31/12)

Budget Summary

Select Line To Work On Here	Line #	Expense type	Total \$
	1a	Salary	\$154,346
<u>Work on Salary and Fringe</u>	1b	Fringe	\$56,938
	1 Total	Personnel (Salary plus Fringe)	\$211,284
<u>Work on Line 2</u>	2	Consultant(s)	\$0
<u>Work on Line 3</u>	3	Travel / Per Diem / Transportation	\$5,100
<u>Work on Line 4</u>	4	Equipment	\$8,123
<u>Work on Line 5</u>	5	Supplies	\$1,598
<u>Work on Line 6</u>	6	Contractual Services	\$11,368
<u>Work on Line 7</u>	7	Rent/Utilities	\$9,067
<u>Work on Line 8</u>	8	Department Specific Costs	\$0
<u>Work on Line 9</u>	9	Other Costs	\$12,050
<u>Work on Line 10</u>	10	Administrative Overhead	\$25,859
		Gross Expenditures (Lines 1 -- 10)	\$284,449
<u>Work on Line 11</u>	11	Revenue, Income, Agency Contribution, Matches	\$0
		Net Budget Total (Lines 1 -- 10 minus line 11)	\$284,449
<u>Agency Contribution</u>		Agency Contribution	\$5,635
		Net Contract Total (Net Budget Total minus Agency Contribution)	\$278,814



## Appendix EE

### **Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 10.1 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the



greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any



sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or





orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of



M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.



Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Philip Mickulas

(Name)

100 East Old Country Road, Mineola NY 11501

(Address)

516-746-0350

(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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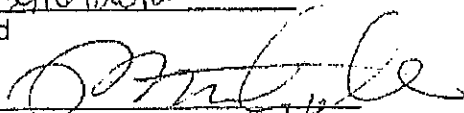
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

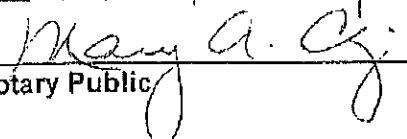
2/16/2012  
Dated

  
Signature of Chief Executive Officer

Philip Mickulas  
Name of Chief Executive Officer

Sworn to before me this

16<sup>th</sup> day of February, 2012.

  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2015





## Exhibit A

### BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of January 1, 2012 and amends and is made part of the agreement executed by the Contractor on \_\_\_\_\_ (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between Family And Children's Association, (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Social Services (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

#### WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

#### DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.



HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

#### PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements"). If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.



*Use and Disclosure for Management and Administration Purposes.* In addition to the uses and disclosures described above, the Contractor may:

use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

#### RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

*Contractor's Responsibilities.* With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS



which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

*Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI.* The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and





record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

#### RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

*Responsibilities of the County.* With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

*Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI.* The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and



notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

## RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

## COMPLIANCE WITH STANDARD TRANSACTIONS

Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall: comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:



- i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;
- ii) adds any elements or segments to the maximum defined data set;
- iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or
- iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

## TERMS AND TERMINATION

Term. *This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.*

Termination by the County. *As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.*

Opportunity to Cure. *As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.*

Effect of Termination. *Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.*

Once all PHI in the Contractor's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to:



(i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

## INDEMNIFICATION

Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor's control.

Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, individual, or organization under the Contractor's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

## CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

## MISCELLANEOUS

Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive





termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

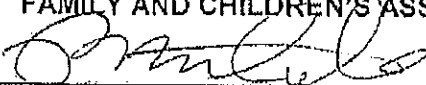
Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FAMILY AND CHILDREN'S ASSOCIATION

By:   
Print Name: Phillip Mickulas  
Title: President & CEO  
Date: 2-16-12



Contract ID#: COSS12000089Department: Social Services

## Contract Details

SERVICE Combined Preventive Services

NIFS ID #: CLSS13000073NIFS Entry Date: 01/14/13Term: from 01/01/13 to 12/31/13

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

## Agency Information

Vendor	
Name <u>Family &amp; Children's Association</u>	Vendor ID# <u>113422018</u>
Address <u>100 E. Old Country Rd</u> <u>Mineola, NY 11501</u>	Contact Person <u>Phil Mickulas</u> Email: <u>pmickulas@familyandchildrens.org</u> Phone <u>516 746-0350</u> Fax: <u>516 294-0198</u>

County Department
Department Contact <u>Virginia Webb</u>
Address <u>60 Charles Lindberg Blvd</u>
Phone <u>516 227-7452</u>

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> <input type="checkbox"/>	<u>1/16/13</u> <u>[Signature]</u>	
	OMB	NIFS Approval	<input type="checkbox"/>	<u>1/23</u> <u>[Signature]</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>1/25/13</u>	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	<u>1/25/13</u> <u>[Signature]</u>	
<u>1/28/13</u>	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	<u>1/28/13</u> <u>[Signature]</u>	
	Legislative Affairs	Fwd Original Contract to CA	<input type="checkbox"/>		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<u>1/28/13</u>	County Attorney	NIFS Approval	<input checked="" type="checkbox"/>	<u>1/28/13</u> <u>[Signature]</u>	
	Comptroller	NIFS Approval	<input type="checkbox"/>	<u>1/28/13</u> <u>[Signature]</u>	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	<u>4/8/13</u> <u>[Signature]</u>	

PR5254 (8/04)





## Contract Summary

**Description:** Combined Preventive Services (PINS, Preventive & Independent Living)

**Purpose:** Appendix A1 - We are mandated to provide preventive services for children. Contract shall manage the PINS Diversion Program (PDP) to divert cases from becoming PINS cases, requiring court intervention.  
 Appendix A2 - Contractor will provide mandated case planning and Intensive Preventive Services referred by the Department to prevent foster care placement or assist in early discharge from care.  
 Appendix A3 - We are mandated to provide these services. Contractor will provide a program for children in foster care with Independent Living Skills as required by New York State Office of Children & Family Services Utilization Review Regulations. *(To amend contract to extend for one year under the terms of the original agreement)*

**Method of Procurement:** Human Services contract with a not for profit agency. Contractor received a satisfactory evaluation. (DSS plans to issue a RFP for these services in 2012)

**Procurement History:** We have been using this vendor for many years.

**Description of General Provisions:** Appendix A1 - The Contractor shall provide an on-going, strength based, family-centered assessment of all children & families referred to the PDP to determine their needs & present problems. The PDP social workers shall provide intensive, in-home intervention, conflict resolution, and family mediation, short term voluntary respite, and referrals to county and community based agencies for such services, including but not limited to intensive case management that would qualify, and mental health counseling.  
 Appendix A2 - The contractor will provide case planning services coord. They will also provide extensive case management services to the target contacts, case documentations, counseling and service coordination  
 Appendix A3 - The contractor will provide a comprehensive training; who are either in foster care or are discharged from foster care, up services, housing services, basic facts on money management, nutritional, families at risk, parent, casework, skills in children, vocational, etc.

**Impact on Funding / Price Analysis:**

Line 1	Federal 30%	State 45%	County 25%
Line 2	Federal 30%	State 35%	County 35%
Line 3	Federal 80%	State 10%	County 10%

**Change in Contract from Prior Procurement:** No Change

**Recommendation:** (approve as submitted)

*This was done in NIRS correctly. Just paperwork was wrong.*

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT744/ TT702
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract	\$
County	\$606,364.65
Federal	\$ 847,754.70
State	\$ 906,905.65
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$2,361,159.00</b>

DE	AMOUNT
4	\$1,502,705.00
5	\$ 579,640.00
6	\$278,814.00
4	\$
5	\$
6	\$
<b>TOTAL</b>	<b>\$2,361,159.00</b>

*Handwritten: 4/8/13*

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: _____
Name: _____	Name: _____	Date: 4/8/13
Date: 3/28/13	Date: _____	(For Office Use Only)
		E #:



AMENDMENT NO. I

This AMENDMENT, dated as of January 1, 2013, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Family and Children's Association, a not-for-profit corporation of the State of New York having its principal office at 100 East Old Country Road, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000089 between the County and the Contractor, executed on behalf of the County on May 23, 2012 (the "Original Agreement"), the Contractor provides mandated Preventive services to children, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of the Original Agreement is from January 1, 2012 through December 31, 2012 with an option to renew under the same terms and conditions for four (4) additional one (1) year terms. (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Two Million Nine Hundred Forty Thousand Seven Hundred Ninety Nine Dollars and 00/100 (\$2,940,799.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement and amend the Services and Reporting,

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2013. (b) It is agreed and understood by the parties that the Services in Appendix A2 shall be provided from January 1, 2013 to June 30, 2013.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Million Three Hundred Sixty One Thousand One Hundred Fifty Nine Dollars and 00/100 (\$2,361,159.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Five Million Three Hundred One Thousand Nine Hundred Fifty Eight Dollars and 00/100 (\$5,301,958.00) (the "Amended Maximum Amount").





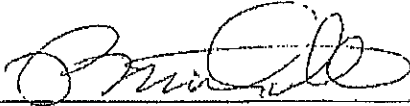
3. Budget. The budgets referred to in Section 3 (a) of the Original Agreement and attached to the Original Agreement are amended to appear in their entirety as set forth in Appendix B1, B2 and B3 attached hereto (such amended budget, the "Amended Budget").

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.




IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

FAMILY AND CHILDREN'S ASSOCIATION

By:   
Name: Philip Mickulas  
Title: CEO  
Date: 1/7/12

NASSAU COUNTY

By:   
Name: Richard R. Walker  
Title: County Executive  
~~Deputy~~ Deputy County Executive  
Date: 4/8/2013

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 7<sup>th</sup> day of January in the year 2013 before me personally came Philip Mickulas to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

*Velma Berry*  
NOTARY PUBLIC

VELMA BERRY  
Notary Public, State of New York  
No. 018E50612-3  
Qualified in Suffolk County  
Commission Expires 06/03/2014

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 8 day of April in the year 2013 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Chairman of Nassau County Executive, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

*Concetta A. Petrucci*

NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 018E50612-3  
Qualified in Nassau County  
Commission Expires April 02, 2014



AMENDED APPENDIX B1 LINE ITEM BUDGET: PINS DIVERSION



Nassau County Human Services

Universal Budget Form

Contract # \_\_\_\_\_ 0

Contract Name: Family and Children's Association

Program Name: Family Solutions - PINS Diversion (1/1/13-12/31/13)

Select Line To  
Work On Here

Budget Summary

	Line #	Expense type	Total \$
	1a	Salary	\$975,785
<u>Work on Salary and Fringe</u>	1b	Fringe	\$301,893
	1 Total	Personnel (Salary plus Fringe)	\$1,277,678
<u>Work on Line 2</u>	2	Consultant(s)	\$0
<u>Work on Line 3</u>	3	Travel / Per Diem / Transportation	\$6,500
<u>Work on Line 4</u>	4	Equipment	\$4,000
<u>Work on Line 5</u>	5	Supplies	\$4,408
<u>Work on Line 6</u>	6	Contractual Services	\$26,380
<u>Work on Line 7</u>	7	Rent/Utilities	\$22,080
<u>Work on Line 8</u>	8	Department Specific Costs	\$0
<u>Work on Line 9</u>	9	Other Costs	\$62,958
<u>Work on Line 10</u>	10	Administrative Overhead	\$111,200
		Gross Expenditures (Lines 1 – 10)	\$1,505,205
<u>Work on Line 11</u>	11	Revenue, Income, Agency Contribution, Matches	\$2,500
		Net Budget Total (Lines 1 – 10 minus line 11)	\$1,502,705
<u>Agency Contribution</u>		Agency Contribution	\$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	\$1,502,705









AMENDED APPENDIX B1 LINE ITEM BUDGET: PINS DIVERSION



Nassau County Human Services

Universal Budget Form

Contract # \_\_\_\_\_ 0

Contract Name: Family and Children's Association

Program Name: Family Solutions - PINS Diversion (1/1/13-12/31/13)

Select Line To  
Work On Here

Budget Summary

Line #	Expense type	Total \$
1a	Salary	\$975,785
<u>Work on Salary and Fringe</u> 1b	Fringe	\$301,893
	1 Total Personnel (Salary plus Fringe)	\$1,277,678
<u>Work on Line 2</u> 2	Consultant(s)	\$0
<u>Work on Line 3</u> 3	Travel / Per Diem / Transportation	\$6,500
<u>Work on Line 4</u> 4	Equipment	\$4,000
<u>Work on Line 5</u> 5	Supplies	\$4,408
<u>Work on Line 6</u> 6	Contractual Services	\$26,380
<u>Work on Line 7</u> 7	Rent/Utilities	\$22,080
<u>Work on Line 8</u> 8	Department Specific Costs	\$0
<u>Work on Line 9</u> 9	Other Costs <i>T. Webb 4-16-13 52959</i>	\$52,958
<u>Work on Line 10</u> 10	Administrative Overhead	\$111,200
	Gross Expenditures (Lines 1 – 10)	\$1,505,205
<u>Work on Line 11</u> 11	Revenue, Income, Agency Contribution, Matches	\$2,500
	Net Budget Total (Lines 1 – 10 minus line 11)	\$1,502,705
<u>Agency Contribution</u>	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$1,502,705







AMENDED APPENDIX B2 LINE ITEM BUDGET: FAMILY TIES/HOMEMAKER



Nassau County Human Services

Universal Budget Form

Contract # 0

Contract Name: Family and Children's Association

Program Name: Family Ties (1/1/13-06/30/13)

Budget Summary

Select Line To  
Work On Here

Line #	Expense type	Total \$
1a	Salary	\$357,973
1b	Fringe	\$164,668
1 Total	Personnel (Salary plus Fringe)	\$522,641
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$4,900
4	Equipment	\$2,220
5	Supplies	\$963
6	Contractual Services	\$6,300
7	Rent/Utilities	\$6,686
8	Department Specific Costs	\$0
9	Other Costs	\$5,274
10	Administrative Overhead	\$43,919
	Gross Expenditures (Lines 1 – 10)	\$592,902
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$592,902
	Agency Contribution	\$13,262
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$579,640









AMENDED APPENDIX B2 LINE ITEM BUDGET: FAMILY TIES/HOMEMAKER



Nassau County Human Services

Universal Budget Form

Contract # \_\_\_\_\_ 0

Contract Name: Family and Children's Association

Program Name: Family Ties (1/1/13-06/30/13)

Budget Summary

Select Line To  
Work On Here

Line #	Expense type	Total \$
1a	Salary	\$357,973
1b	Fringe	\$164,668
1 Total	Personnel (Salary plus Fringe)	\$522,641
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$4,900
4	Equipment	\$2,220
5	Supplies	\$963
6	Contractual Services	\$6,300
7	Rent/Utilities	\$6,686
8	Department Specific Costs	\$0
9	Other Costs	\$5,274
10	Administrative Overhead	\$43,919
	Gross Expenditures (Lines 1 – 10)	\$592,902
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$592,902
	Agency Contribution	\$13,262
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$579,640

Work on Salary  
and Fringe

Work on Line 2

Work on Line 3

Work on Line 4

Work on Line 5

Work on Line 6

Work on Line 7

Work on Line 8

Work on Line 9

Work on Line  
10

Work on Line  
11

Agency  
Contribution



AMENDED APPENDIX B3 LINE ITEM BUDGET: PROJECT INDEPENDENCE



Nassau County Human Services

Universal Budget Form

Contract # \_\_\_\_\_ 0

Contract Name: Family and Children's Association

Program Name: PI Nassau (1/1/13-12/31/13)

Budget Summary

Select Line To  
Work On Here

Line #	Expense type	Total \$
1a	Salary	\$163,959
1b	Fringe	\$55,746
1	Personnel (Salary plus Fringe)	\$219,705
Total		\$0
2	Consultant(s)	\$6,712
3	Travel / Per Diem / Transportation	\$8,733
4	Equipment	\$1,375
5	Supplies	\$3,869
6	Contractual Services	\$8,630
7	Rent/Utilities	\$0
8	Department Specific Costs	\$9,137
9	Other Costs	\$20,653
10	Administrative Overhead	\$278,814
	Gross Expenditures (Lines 1 – 10)	\$0
11	Revenue, Income, Agency Contribution, Matches	\$278,814
	Net Budget Total (Lines 1 – 10 minus line 11)	\$0
	Agency Contribution	\$278,814
	Net Contract Total (Net Budget Total minus Agency Contribution)	

Work on Salary  
and Fringe

Work on Line 2

Work on Line 3

Work on Line 4

Work on Line 5

Work on Line 6

Work on Line 7

Work on Line 8

Work on Line 9

Work on Line  
10

Work on Line  
11

Agency  
Contribution



Contract ID#: COSS12000089Department: Social Services

## Contract Details

SERVICE PINS Div. &amp; Proj. Indepen.

NIFS ID #: CLSS14000031NIFS Entry Date: 03/10/14Term: from 01/01/14 to 12/31/14

New <input type="checkbox"/>	Renewal <input type="checkbox"/>
Amendment	<input checked="" type="checkbox"/>
Time Extension	<input type="checkbox"/>
Addl. Funds	<input type="checkbox"/>
Blanket Resolution	<input type="checkbox"/>
RES#	

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

## Agency Information

Vendor	
Name <u>Family &amp; Children's Association</u>	Vendor ID# <u>113422018</u>
Address <u>100 E. Old Country Rd</u> <u>Mincola, NY 11501</u>	Contact Person <u>Phil Mickulas</u> Email: <u>pmickulas@familyandchildrens.org</u> Phone <u>516 746-0350</u> Fax: <u>516 294-0198</u>

County Department
Department Contact <u>Michael A. Kanowitz</u>
Address <u>60 Charles Lindberg Blvd</u>
Phone <u>516 227-7748</u>

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> <u>3/13/14</u>	<u>[Signature]</u>	
	OMB	NIFS Approval	<input type="checkbox"/> <u>3/18</u>	<u>[Signature]</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>3/24/14</u>	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> <u>3/24/14</u>	<u>[Signature]</u>	
<u>3/21/14</u>	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> <u>3/21/14</u>	<u>[Signature]</u>	
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<u>3/24/14</u>	County Attorney	NIFS Approval	<input checked="" type="checkbox"/> <u>3/24/14</u>	<u>[Signature]</u>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/> <u>3/12/14</u>	<u>[Signature]</u>	<u>CC</u> <u>5/8/14</u>
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> <u>4/9/14</u>	<u>[Signature]</u>	







## Contract Summary

<b>Description:</b> Combined Preventive Services (PINS, Preventive & Independent Living)
<b>Purpose:</b> Contractor provide preventive services to prevent out-of-home placement of at-risk youth through two distinct programs: PINS Diversion Program (PDP) and Project Independence (PI) <i>(To amend contract to extend for one year)</i>
<b>Method of Procurement:</b> Human Services contract with a not for profit agency. Contractor received a satisfactory evaluation.
<b>Procurement History:</b> DSS has been contracting with FCA for PDP services since 2005 and PI services since 1995.
<b>Description of General Provisions:</b> Contractor provide preventive services to prevent out-of-home (foster care) placement of at-risk youth through two distinct programs: PINS Diversion Program (PDP) and Project Independence (PI) <b>PINS Diversion Program (PDP):</b> Diverts cases from becoming Person In Need of Supervision (PINS) cases, requiring Family Court intervention, for youth at-risk of out-of-home placement and detention. Services include on-going, strength based, family centered assessment of all children and families. Case workers provide intensive, in-home intervention, conflict resolution, and family mediation, short term voluntary respite, and referrals to community based agencies, including but not limited to mental health clinics, home based services, educational programs and alcohol and substance abuse counseling. Nassau is mandated to provide enhanced diversion services to all youth at risk of becoming the subject of a PINS petition and their families (Chapter 57 of the Laws of 2005). Diversion services must provide an immediate response to families in crisis, offer respite service as appropriate, and use appropriate alternatives to out-of-home placement and detention. <b>Project Independence (PI):</b> Provides comprehensive training program to ensure the development of independent living skills in children, who are either in foster care or are discharged from foster care, up to the age of twenty-one. Services include educational & vocational services, housing services, basic facts on money management, nutritional hints, community based services and support groups. To encourage independence and self-sufficiency and avert return to foster care, unemployment, homelessness, welfare dependency, and other negative outcomes. Nassau is mandated to provide independent living services. References: 18 NYCRR 427.2 and 441.2; SSL§§ 371(21) and 374-b; Section 477(b)(3)(A) of the Social Security Act; and 42 U.S.C.A. § 677(b)(3)(A)
<b>Impact on Funding / Price Analysis:</b> <u>Line 7</u> Federal 30% State 45% County 25% <u>Line 8</u> Federal 80% State 10% County 10%
<b>Change in Contract from Prior Procurement:</b> No Change
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	76000
Object:	TT714/ TT702
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract	\$
County	\$ 403,557.65
Federal	\$ 673,862.70
State	\$ 704,098.65
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$1,781,519.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3		\$
7	SSGEN7600/TT714	\$1,502,705.00
8	SSGEN7600/TT702	\$278,814.00
6		\$
<b>TOTAL</b>		<b>\$1,781,519.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

<b>NIFS Certification</b> I certify that this document was accepted into NIFS. Name: _____ Date: 5/12/14	<b>Comptroller Certification</b> I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. Name: <i>Stacy J. Scler</i> Date: 5/12/14	<b>County Executive Approval</b> Name: _____ Date: 5/19/14 (For Office Use Only) E #: _____
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116946

PR5254 (8/04)



## AMENDMENT NO. II

This AMENDMENT, dated as of January 1, 2014 (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Family and Children's Association, a not-for-profit corporation of the State of New York having its principal office at 100 East Old Country Road, Mineola, New York 11501 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number COSS12000089 between the County and the Contractor, executed on behalf of the County on May 23, 2012, as amended by the amendment executed on behalf of the County on April 8, 2013 (CLSS13000073), as so amended, the ("Original Agreement"), the Contractor provides mandated Preventive services to children, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from January 1, 2012 through December 31, 2012 with an option to renew under the same terms and conditions for four (4) additional one (1) year terms (the "Original Term");

WHEREAS, the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Two Million Nine Hundred Forty Thousand Seven Hundred Ninety Nine Dollars and 00/100 (\$2,940,799.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the Original Agreement

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2014.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Million Seven Hundred Eighty One Thousand Five Hundred Nineteen Dollars and 00/100 (\$1,781,519.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Seven Million Eighty Three Thousand Four Hundred Seventy Seven Dollars and 00/100 (\$7,083,477.00) (the "Amended Maximum Amount").



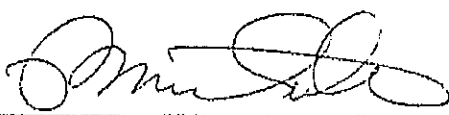
3. Budget. The budgets referred to in Section 3 (a) of the Original Agreement and attached to the Original Agreement are amended to appear in their entirety as set forth in Appendices B1 and B3 attached hereto (such amended budget, the "Amended Budget"). The said Amended Budget annexed hereto may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

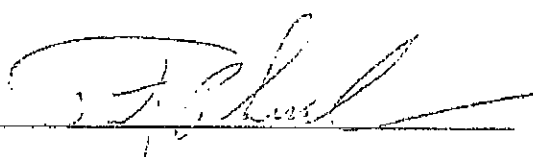


IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

FAMILY AND CHILDREN'S ASSOCIATION

By:   
Name: Philip M. Mickulas  
Title: President & CEO  
Date: 2/24/14

NASSAU COUNTY

By:   
Name: \_\_\_\_\_  
Title: County Executive  
☒ Deputy County Executive  
Date: 5/27/14

TIMOTHY SULLIVAN  
Deputy County Executive for Finance

PLEASE EXECUTE IN BLUE INK





COUNTY OF NASSAU)

Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Commission Expires April 02, 2016

COUNTY OF NASSAU)

authority of the board of directors of said corporation.

Commission Expires April 2, 2013

Mary A. Cbj



AMENDED APPENDIX B1 LINE ITEM BUDGET: PINS DIVERSION

*Nassau County Human Services*

*Universal Budget Form*

*Contract #* \_\_\_\_\_

*Contract Name:* Family and Children's Association

*Program Name:* Family Solutions - PINS Diversion (1/1/14-12/31/14)

*Budget Summary*

Line #	Expense type	Total \$
1a	Salary	\$977,908
1b	Fringe	\$264,035
1 Total	Personnel (Salary plus Fringe)	\$1,241,943
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$4,763
4	Equipment	\$1,355
5	Supplies	\$4,499
6	Contractual Services	\$28,824
7	Rent/Utilities	\$21,474
8	Department Specific Costs	\$0
9	Other Costs	\$67,351
10	Administrative Overhead	\$157,418
	Gross Expenditures (Lines 1 – 10)	\$1,527,627
11	Revenue, Income, Agency Contribution, Matches	\$2,500
	Net Budget Total (Lines 1 – 10 minus line 11)	\$1,525,127
	Agency Contribution	\$22,422
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$1,502,705



AMENDED APPENDIX B3 LINE ITEM BUDGET: PROJECT INDEPENDENCE

*Nassau County Human Services*

*Universal Budget Form*

*Contract #* \_\_\_\_\_

*Contract Name:* Family and Children's Association

*Program Name:* PI Nassau (1/1/14-12/31/14)

*Budget Summary*

Line #	Expense type	Total \$
1a	Salary	\$166,368
1b	Fringe	\$46,583
1 Total	Personnel (Salary plus Fringe)	\$212,951
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$5,699
4	Equipment	\$6,962
5	Supplies	\$1,950
6	Contractual Services	\$5,081
7	Rent/Utilities	\$9,009
8	Department Specific Costs	\$0
9	Other Costs	\$9,845
10	Administrative Overhead	\$27,517
	Gross Expenditures (Lines 1 – 10)	\$278,814
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$278,814
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$278,814





## Contract Details

SERVICE PINS Div. &amp; Proj. Indepen.

NIFS ID #: CLSS15000027NIFS Entry Date: 02/27/15Term: from 01/01/15 to 12/31/15

New <input type="checkbox"/>	Renewal <input type="checkbox"/>
Amendment	X
Time Extension	<input type="checkbox"/>
Addl. Funds	<input type="checkbox"/>
Blanket Resolution	<input type="checkbox"/>
RES#	

1) Mandated Program:	Yes X	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No X
5) Insurance Required	Yes X	No <input type="checkbox"/>

## Agency Information

Vendor	
Name: <u>Family &amp; Children's Association</u>	Vendor ID# <u>113422018</u>
Address: <u>100 E. Old Country Rd</u> <u>Mineola, NY 11501</u>	Contact Person: <u>Dr. J. Reynolds</u> Email: <u>jreynolds@familyandchildrens.org</u> Phone: <u>516 746-0350</u> Fax: <u>516 294-0198</u>

County Department
Department Contact: <u>Michael A. Kanowitz</u>
Address: <u>60 Charles Lindberg Blvd</u>
Phone: <u>516 227-7452</u>

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> <input type="checkbox"/>	<u>2/27/15</u> <u>[Signature]</u>	
	OMB	NIFS Approval	<input type="checkbox"/>	<u>3/9</u> <u>[Signature]</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>3/16/15</u>	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	<u>3/17/15</u> <u>[Signature]</u>	
<u>3/17/15</u>	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	<u>3/17/15</u> <u>[Signature]</u>	
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<u>3/17/15</u>	County Attorney	NIFS Approval	<input checked="" type="checkbox"/>	<u>3/17/15</u> <u>[Signature]</u>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	<u>3/17/15</u> <u>[Signature]</u>	
<u>3/27/15</u>	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> <input type="checkbox"/>	<u>3/27/15</u> <u>[Signature]</u>	







## Contract Summary

<b>Description</b> Combined Preventive Services(PINS, Preventive & Independent Living)
<b>Purpose:</b> Contractor provide preventive services to prevent out-of-home placement of at-risk youth through two distinct programs: PINS Diversion Program (PDP) and Project Independence (PI) <i>(To amend contract to extend for one year)</i>
<b>Method of Procurement:</b> Human Services contract with a not for profit agency. Contractor received a satisfactory evaluation.
<b>Procurement History:</b> DSS has been contracting with FCA for PDP services since 2005 and PI services since 1995.
<b>Description of General Provisions:</b> : Contractor provide preventive services to prevent out-of-home (foster care) placement of at-risk youth through two distinct programs: PINS Diversion Program (PDP) and Project Independence (PI) <b>PINS Diversion Program (PDP):</b> Diverts cases from becoming Person In Need of Supervision (PINS) cases, requiring Family Court intervention, for youth at-risk of out-of-home placement and detention. Services include on-going, strength based, family centered assessment of all children and families. Case workers provide intensive, in-home intervention, conflict resolution, and family mediation, short term voluntary respite, and referrals to community based agencies, including but not limited to mental health clinics, home based services, educational programs and alcohol and substance abuse counseling. Nassau is mandated to provide enhanced diversion services to all youth at risk of becoming the subject of a PINS petition and their families (Chapter 57 of the Laws of 2005). Diversion services must provide an immediate response to families in crisis, offer respite service as appropriate, and use appropriate alternatives to out-of-home placement and detention. <b>Project Independence (PI):</b> Provides comprehensive training program to ensure the development of independent living skills in children, who are either in foster care or are discharged from foster care, up to the age of twenty-one. Services include educational & vocational services, housing services, basic facts on money management, nutritional hints, community based services and support groups. To encourage independence and self-sufficiency and avert return to foster care, unemployment, homelessness, welfare dependency, and other negative outcomes, Nassau is mandated to provide independent living services. References: 18 NYCRR 427.2 and 441.2; SSL§§ 371(21) and 374-b; Section 477(b)(3)(A) of the Social Security Act; and 42 U.S.C.A. § 677(b)(3)(A)
<b>Impact on Funding / Price Analysis:</b> <u>Line 9</u> Federal 30% State 45% County 25% <u>Line 10</u> Federal 80% State 10% County 10%
<b>Change in Contract from Prior Procurement:</b> No Change <i>J. Donato 3/17/15</i>
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	76000
Object:	TT714/ TT702
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract	\$
County	\$ 403,557.65
Federal	\$ 673,862.70
State	\$ 704,098.65
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$1,781,519.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3		\$
9	SSGEN7600/TT714	\$1,502,705.00
10	SSGEN7600TT702	\$278,814.00
6		\$
<b>TOTAL</b>		<b>\$1,781,519.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

<b>NIFS Certification</b> I certify that this document was accepted into NIFS.		<b>Comptroller Certification</b> I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		<b>County Executive Approval</b> Name: <i>[Signature]</i> Date: <i>3/23/15</i>	
Name: <i>Michael S. Chen</i> Date: <i>4/8/2015</i>		Name: <i>[Signature]</i> Date: <i>4/8/15</i>		E #: _____	

122092

PR5254 (8/04)



### AMENDMENT NO. III

This AMENDMENT, dated as of January 1, 2015 (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Family and Children's Association, a not-for-profit corporation of the State of New York having its principal office at 100 East Old Country Road, Mineola, New York 11501 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000089 between the County and the Contractor, executed on behalf of the County on May 23, 2012, as amended by the amendment executed on behalf of the County on April 8, 2013 (CLSS13000073), as amended by the amendment executed on behalf of the County on May 27, 2014 (CLSS14000031), as so amended, the ("Original Agreement"), the Contractor provides mandated Preventive services to children, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from January 1, 2012 through December 31, 2014 with an option to renew under the same terms and conditions for two (2) additional one (1) year terms (the "Original Term");

WHEREAS, the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Seven Million Eighty-Three Thousand Four Hundred Seventy-Seven Dollars and 00/100 (\$7,083,477.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the Original Agreement

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2015.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Million Seven Hundred Eighty-One Thousand Five Hundred Nineteen Dollars and 00/100 (\$1,781,519.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Eight Million Eight Hundred Sixty-Four Thousand Nine Hundred Ninety-Six Dollars and 00/100 (\$8,864,996.00) (the "Amended Maximum Amount").



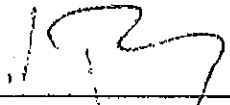
3. Budget. The budgets referred to in Section 3 (a) of the Original Agreement and attached to the Original Agreement are amended to appear in their entirety as set forth in Appendices B1 and B3 attached hereto (such amended budget, the "Amended Budget"). The said Amended Budget annexed hereto may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

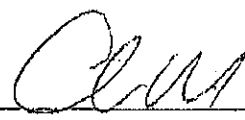


IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

FAMILY AND CHILDREN'S ASSOCIATION

By:   
Name: Jeffrey L. Reynolds  
Title: President / CEO  
Date: 1/7/15

NASSAU COUNTY

By:   
Name: Charles Roberts  
Title: County Executive  
☒ Deputy County Executive  
Date: 4/6/15

PLEASE EXECUTE IN BLUE INK





STATE OF NEW YORK)

SS.:

On the 15 day of April in the year 2015 before me personally came Charles Ribard to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a County Deputy Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CONCETTA A. PETRILLI  
Notary Public, State of New York  
No. 0142273024  
Qualified in Nassau County  
Commission Expires April 02, 2011

STATE OF NEW YORK)

ISS.:

On the 7<sup>th</sup> day of January in the year 2015 before me personally came Jeffrey L. Reynolds to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of Family & Children's, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 2015



**AMENDED APPENDIX B1 LINE ITEM BUDGET: PINS DIVERSION**

*Nassau County Human Services*

*Universal Budget Form*

**Contract #** \_\_\_\_\_

**Contract Name:**Family and Children's Association

**Program Name:**Family Solutions - PINS Diversion (1/1/15-12/31/15)

***Budget Summary***

Line #	Expense type	Total \$
1a	Salary	\$963,418
1b	Fringe	\$289,025
1 Total	Personnel (Salary plus Fringe)	\$1,252,443
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$5,461
4	Equipment	\$1,400
5	Supplies	\$3,513
6	Contractual Services	\$27,402
7	Rent/Utilities	\$17,825
8	Department Specific Costs	\$0
9	Other Costs	\$36,039
10	Administrative Overhead	\$161,122
	Gross Expenditures (Lines 1 – 10)	\$1,505,205
11	Revenue, Income, Agency Contribution, Matches	\$2,500
	Net Budget Total (Lines 1 – 10 minus line 11)	\$1,502,705
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$1,502,705



**AMENDED APPENDIX B3 LINE ITEM BUDGET: PROJECT INDEPENDENCE***Nassau County Human Services**Universal Budget Form***Contract #** \_\_\_\_\_**Contract Name:** Family and Children's Association**Program Name:** PI Nassau (1/1/15-12/31/15)**Budget Summary**

Line #	Expense type	Total \$
1a	Salary	\$153,621
1b	Fringe	\$43,936
1 Total	Personnel (Salary plus Fringe)	\$197,557
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$5,397
4	Equipment	\$6,447
5	Supplies	\$1,499
6	Contractual Services	\$6,516
7	Rent/Utilities	\$20,264
8	Department Specific Costs	\$0
9	Other Costs	\$11,262
10	Administrative Overhead	\$29,873
	Gross Expenditures (Lines 1 – 10)	\$278,815
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$278,815
	Agency Contribution	\$1
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$278,814



Contract ID#: CQSS12000089



Department: Social Services

## Contract Details

SERVICE PINS Div. &amp; Proj. Indepen.

NIFS ID #: CLSS16000014

NIFS Entry Date: 01/19/16 Term: from 01/01/16 to 12/31/16

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes X	No <input type="checkbox"/>
Amendment X	2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No X
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No X
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes X	No <input type="checkbox"/>
RES#			

## Agency Information

Vendor	
Name: Family & Children's Association	Vendor ID#: 113422018
Address: 100 E. Old Country Rd. Mineola, NY 11501	Contact Person: Dr. J. Reynolds Email: jreynolds@familyandchildrens.org Phone: 516 746-0350 Fax: 516 294-0198

County Department
Department Contact: Michael A. Kanowitz
Address: 60 Charles Lindberg Blvd
Phone: 516 227-7452

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept Head)	<input type="checkbox"/> 1/20/16	<i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/> 2/11/16	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/2/16	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 2/3/16	<i>[Signature]</i>	
2/2/16	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 2/3/16	<i>[Signature]</i>	
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>		
	Rules <input type="checkbox"/> Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2/3/16	County Attorney	NIFS Approval	<input checked="" type="checkbox"/> 2/3/16	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/> 2/15/16	<i>[Signature]</i>	
3/4/16	County Executive	Notarization Filed with Clerk of the Leg	<input type="checkbox"/> 3/15/16	<i>[Signature]</i>	







## Contract Summary

<b>Description:</b> Combined Preventive Services(PINS, Preventive & Independent Living)
<b>Purpose:</b> Contractor provide preventive services to prevent out-of-home placement of at-risk youth through two distinct programs: PINS Diversion Program (PDP) and Project Independence (PI) <i>(To amend contract to extend for one year)</i>
<b>Method of Procurement:</b> Human Services contract with a not for profit agency. Contractor received a satisfactory evaluation.
<b>Procurement History:</b> DSS has been contracting with FCA for PDP services since 2005 and PI services since 1995.
<b>Description of General Provisions:</b> Contractor provide preventive services to prevent out-of-home (foster care) placement of at-risk youth through two distinct programs: PINS Diversion Program (PDP) and Project Independence (PI) <b>PINS Diversion Program (PDP):</b> Diverts cases from becoming Person In Need of Supervision (PINS) cases, requiring Family Court intervention, for youth at-risk of out-of-home placement and detention. Services include on-going, strength based, family centered assessment of all children and families. Case workers provide intensive, in-home intervention, conflict resolution, and family mediation, short term voluntary respite, and referrals to community based agencies, including but not limited to mental health clinics, home based services, educational programs and alcohol and substance abuse counseling. Nassau is mandated to provide enhanced diversion services to all youth at risk of becoming the subject of a PINS petition and their families (Chapter 57 of the Laws of 2005). Diversion services must provide an immediate response to families in crisis, offer respite service as appropriate, and use appropriate alternatives to out-of-home placement and detention. <b>Project Independence (PI):</b> Provides comprehensive training program to ensure the development of independent living skills in children, who are either in foster care or are discharged from foster care, up to the age of twenty-one. Services include educational & vocational services, housing services, basic facts on money management, nutritional hints, community based services and support groups. To encourage independence and self-sufficiency and avert return to foster care, unemployment, homelessness, welfare dependency, and other negative outcomes, Nassau is mandated to provide independent living services. References: 18 NYCRR 427.2 and 441.2; SS1-§§ 371(21) and 374-b; Section 477(b)(3)(A) of the Social Security Act; and 42 U.S.C.A. § 677(b)(3)(A)
<b>Impact on Funding / Price Analysis:</b> <b>Line 11</b> Federal 30% State 45% County 25% <b>Line 12</b> Federal 80% State 10% County 10%
<b>Change in Contract from Prior Procurement:</b> No Change <i>J. Imato 2/3/16</i>
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue Contract	\$	1		\$
Control:	76	County	\$ 411,627.50	2		\$
Resp:	76000	Federal	\$ 687,345.00	3		\$
Object:	11714/ 11702	State	\$ 718,177.50	11	SSGEN7600-11714	\$1,532,750.00
Transaction:	CQ	Capital	\$	12	SSGEN7600-11702	\$284,400.00
		Other	\$	6		\$
		<b>TOTAL</b>	<b>\$1,817,150.00</b>		<b>TOTAL</b>	<b>\$1,817,150.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name: <i>Michael S. Cohen</i>	Name: <i>[Signature]</i>	Date: <i>3/25/16</i>
Date: <i>4/25/2016</i>	Date: <i>4/25/16</i>	<i>(For Office Use Only)</i>

E #:

126457

PR5254 (8/04)



#### AMENDMENT NO. IV

This AMENDMENT, dated as of January 1, 2016 (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Family and Children's Association, a not-for-profit corporation of the State of New York having its principal office at 100 East Old Country Road, Mineola, New York 11501 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000089 between the County and the Contractor, executed on behalf of the County on May 23, 2012, as amended by the amendment executed on behalf of the County on April 8, 2013 (CLSS13000073), as amended by the amendment executed on behalf of the County on May 27, 2014 (CLSS14000031), as amended by the amendment executed on behalf of the County on April 15, 2015 (CLSS15000027) as so amended, the ("Original Agreement"), the Contractor provides mandated Preventive services to children, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from January 1, 2012 through December 31, 2015 with an option to renew under the same terms and conditions for one (1) additional one (1) year term (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Eight Million Eight Hundred Sixty Four Thousand Nine Hundred Ninety Six Dollars and 00/100 (\$8,864,996.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2016.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Million Eight Hundred Seventeen Thousand One Hundred Fifty Dollars and 00/100 (\$1,817,150.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Ten Million Six Hundred Eighty Two



Thousand One Hundred Forty Six Dollars and 00/100 (\$10,682,146.00) (the "Amended Maximum Amount").

3. Advance Payment. Subsections 3(a)(ii) and 3(a)(iii) of the Original Agreement are hereby amended and shall respectively read in their entirety as follows:

3. (a)(ii) An Advance of One Hundred Ninety Eight Thousand Eight Hundred Thirty Dollars and 00/100 (\$198,830.00) shall be payable upon execution of this Amended Agreement by the County. The Advance amount shall consist of a one-twelfth (.0833%) advance from the PINS Diversion Line Item Budget attached hereto as Amended Appendix B1, in the sum of One Hundred Twenty Seven Thousand Seven Hundred Thirty Dollars and 00/100 (\$127,730.00) and a Twenty Five Percent (25%) advance from the Project Independence Line Item Budget attached hereto as Amended Appendix B3 in the sum of Seventy One Thousand One Hundred Dollars and 00/100 (\$71,100.00).

3. (a)(iii) The Contractor shall deduct the Advance in equal installments, in the appropriate amounts based upon the percentages and amounts of the advance from the respective Amended Line Item Budgets, during the last four (4) months of the term of the Amended Agreement. If the amount of any said claim is less than the amount of the Advance to be deducted from said claim, the Contractor shall submit with its claim a check payable to the County for the difference between the claim and the amount of the Advance to be recovered from said claim.

4. Budget. The budgets referred to in Section 3 (a) of the Original Agreement and attached to the Original Agreement are amended to appear in their entirety as set forth in Amended Appendices B1 and B3 attached hereto (such amended budget, the "Amended Budget"). The said Amended Budget annexed hereto may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department.

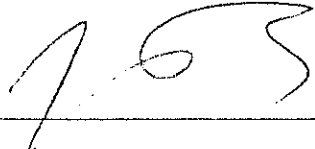
5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

FAMILY AND CHILDREN'S ASSOCIATION

By: \_\_\_\_\_

Name: Jeffrey L. Reynolds

Title: President/CEO

Date: 11/24/2015

NASSAU COUNTY

By: \_\_\_\_\_

Name: Charles Richards

Title: County Executive

☒ Deputy County Executive

Date: 5/4/16

PLEASE EXECUTE IN BLUE INK



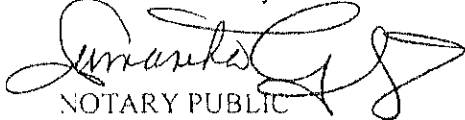


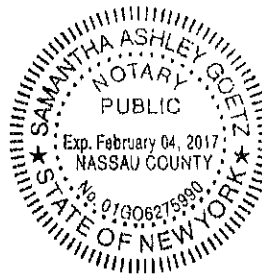
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 4 day of May in the year 2016 before me personally came Charles Putaro to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

  
NOTARY PUBLIC



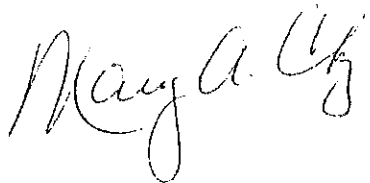
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 24th day of November in the year 2015 before me personally came Jeffrey L. Reynolds to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of Family and Children's Association, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163683  
Qualified in Nassau County  
Commission Expires April 2, 20 19



**AMENDED APPENDIX B1 LINE ITEM BUDGET: PINS DIVERSION**

*Nassau County Human Services*

*Universal Budget Form*

**Contract #** \_\_\_\_\_

**Contract Name:** Family and Children's Association

**Program Name:** Family Solutions - PINS Diversion (1/1/16-12/31/16)

**Budget Summary**

Line #	Expense type	Total \$
1a	Salary	\$962,199
1b	Fringe	\$288,660
1 Total	Personnel (Salary plus Fringe)	\$1,250,859
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$5,400
4	Equipment	\$1,000
5	Supplies	\$6,070
6	Contractual Services	\$23,580
7	Rent/Utilities	\$21,490
8	Department Specific Costs	\$0
9	Other Costs	\$48,132
10	Administrative Overhead	\$176,219
	Gross Expenditures (Lines 1 – 10)	\$1,532,750
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$1,532,750
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$1,532,750



**AMENDED APPENDIX B3 LINE ITEM BUDGET: PROJECT INDEPENDENCE**

*Nassau County Human Services*

*Universal Budget Form*

**Contract #** \_\_\_\_\_

**Contract Name:** Family and Children's Association

**Program Name:** PI Nassau (1/1/16-12/31/16)

***Budget Summary***

Line #	Expense type	Total \$
1a	Salary	\$156,923
1b	Fringe	\$40,800
1 Total	Personnel (Salary plus Fringe)	\$197,723
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$6,500
4	Equipment	\$7,663
5	Supplies	\$1,055
6	Contractual Services	\$3,800
7	Rent/Utilities	\$28,650
8	Department Specific Costs	\$0
9	Other Costs	\$5,182
10	Administrative Overhead	\$33,827
	Gross Expenditures (Lines 1 – 10)	\$284,400
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$284,400
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$284,400

